

**EAST NASSAU
STEWARDSHIP
DISTRICT**

March 21, 2024

GOVERNING BOARD

**REGULAR MEETING
AGENDA**

**EAST NASSAU
STEWARDSHIP DISTRICT**

**AGENDA
LETTER**

East Nassau Stewardship District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

March 14, 2024

Board of Supervisors
East Nassau Stewardship District

ATTENDEES:
Please identify yourself each
time you speak to facilitate
accurate transcription of
meeting minutes.

Dear Board Members:

The Board of Supervisors of the East Nassau Stewardship District will hold a Regular Meeting on March 21, 2024 at 10:00 a.m., at the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034. The agenda is as follows:

1. Call to Order
2. Roll Call
3. Chairman's Opening Remarks
4. Consent Agenda
 - A. Acceptance of Unaudited Financial Statements as of January 31, 2024
 - B. Approval of February 15, 2024 Regular Meeting Minutes
 - C. Ratification Items
 - I. Chester Road Widening Maintenance Letter
 - II. Final Acquisition Package for Whistling Duck Pond FPL Easement and Common Areas (Wildlight PDP 3 Pod 4 North Landscape, Recreation Pond, FPL Easement with Mobility Trail, and Future ROW Tract with Reverter)
 - III. Final Acquisition Package for Conservation Land and Mobility Trail Improvements (Phases 1c-1, 1c-West, 1c-2, and PDP 3, Pod 4 and Pod 5)
5. Consideration of Acquisition of Additional Roadway, Landscape, Open Space, Pond Tracts [and related Improvements] within Phase 1c-West, Wildlight PDP 3, Pod 4 North and Pod 5
6. Consideration of Acquisition of Landscape Tracts, Open Space Tracts, Pond Tracts and Roadway within Commerce Park

- 7. Update: Financing
 - A. PDP4
 - B. Village Phase 3
- 8. Consideration of Resolution 2024-21, Adopting Policies Governing Use of District Ponds and Providing for Severability and Effective Date
- 9. Consideration of Resolution 2024-22, Adopting a Policy Governing Posting of Signage on District Property and Providing for Severability and Effective Date
- 10. Consideration of Resolution 2024-23, Adopting Policies Governing Use of District Trails and Providing for Severability and Effective Date
- 11. Consideration of Proposals for Speed Hump Installation
- 12. Update: Non-Exclusive Grant Easement
- 13. Public Comments *(limited to 3 minutes per person)*
- 14. Development Update/Staff Reports
 - A. Developer
 - B. District Counsel: *Kutak Rock LLP*
 - C. District Engineer: *England-Thims & Miller, Inc.*
 - D. Field Operations: *CCMC*
 - E. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: April 18, 2024 at 10:00 AM

- QUORUM CHECK

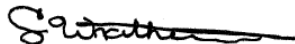
SEAT 1	MIKE HAHAJ	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	ROB FANCHER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	TOMMY JINKS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	JAIME NORTHRUP	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	MAX HORD	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 15. Board Members' Comments/Requests
- 16. Public Comments

17. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 782 134 6157

**EAST NASSAU
STEWARDSHIP DISTRICT**

**CONSENT
AGENDA**

**EAST NASSAU
STEWARDSHIP DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**EAST NASSAU STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2024**

**EAST NASSAU STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2024**

	General Fund	Special Revenue Fund DSAP #1	Special Revenue Fund DSAP #2	Special Revenue Fund Commerce Park	Debt Service Fund 2018	Debt Service Fund 2021	Debt Service Fund DSAP #2	Capital Projects Fund 2018	Capital Projects Fund 2021	Total Governmental Funds
ASSETS										
Cash	\$ 1,305,193	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,305,193
SunTrust debit	358	-	-	-	-	-	-	-	-	358
Investments										
Revenue	-	-	-	-	309,874	550,246	-	-	-	860,120
Reserve	-	-	-	-	160,225	337,200	-	-	-	497,425
Prepayment	-	-	-	-	59,590	2,045	-	-	-	61,635
Construction	-	-	-	-	-	-	-	1,772	32,673	34,445
Construction reserve: Wildlight Ave*	-	-	-	-	-	-	-	-	632,063	632,063
Sinking	-	-	-	-	-	95	-	-	-	95
Undeposited funds	98,958	-	-	-	19,459	-	-	-	-	118,417
Due from FPL 2022	-	1,813	-	-	-	-	-	-	-	1,813
Due from Wildlight LLC	-	110,753	-	20,666	-	78,762	28,136	-	-	238,317
Due from Wildlight Residential	8,295	-	-	-	-	-	-	-	-	8,295
Due from Wildlight Commercial	8,295	-	-	-	-	-	-	-	-	8,295
Due from general fund	-	1,207,921	-	189,394	14,017	14,947	-	-	-	1,426,279
Due from debt service fund DSAP	28,136	-	-	-	-	-	-	-	-	28,136
Prepaid expense	3,475	-	-	-	-	-	-	-	-	3,475
Security deposit	-	3,000	-	-	-	-	-	-	-	3,000
Utility deposits	-	50	-	-	-	-	-	-	-	50
Buildout deposits	-	42,088	-	-	-	-	-	-	-	42,088
Total assets	<u>\$ 1,452,710</u>	<u>\$ 1,365,625</u>	<u>\$ -</u>	<u>\$ 210,060</u>	<u>\$ 563,165</u>	<u>\$ 983,295</u>	<u>\$ 28,136</u>	<u>\$ 1,772</u>	<u>\$ 664,736</u>	<u>\$ 5,269,499</u>
LIABILITIES AND FUND BALANCES										
Liabilities:										
Accounts payable	\$ 23,199	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,199
Accounts payable on-site	-	18,276	-	-	-	-	-	-	-	18,276
Retainage payable	-	-	-	-	-	-	-	-	802,399	802,399
Due to general fund	-	-	-	-	-	-	28,136	-	-	28,136
Due to Wildlight LLC	-	-	-	-	-	-	28,136	-	-	28,136
Due to special revenue fund - DSAP #1	1,207,921	-	-	-	-	-	-	-	-	1,207,921
Due to special revenue fund - Commerce Park	189,394	-	-	-	-	-	-	-	-	189,394
Due to debt service fund - series 2018	14,017	-	-	-	-	-	-	-	-	14,017
Due to debt service fund - series 2021	14,947	-	-	-	-	-	-	-	-	14,947
Landowner advance	6,500	-	-	-	-	-	-	-	-	6,500
Total liabilities	<u>1,455,978</u>	<u>18,276</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>56,272</u>	<u>-</u>	<u>802,399</u>	<u>2,332,925</u>
DEFERRED INFLOWS OF RESOURCES										
Deferred receipts	16,590	112,566	-	20,666	-	78,762	-	-	-	228,584
Total deferred inflows of resources	<u>16,590</u>	<u>112,566</u>	<u>-</u>	<u>20,666</u>	<u>-</u>	<u>78,762</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>228,584</u>
Fund balances:										
Restricted for:										
Debt service	-	-	-	-	563,165	904,533	(28,136)	-	-	1,439,562
Capital projects	-	-	-	-	-	-	-	1,772	(137,663)	(135,891)
Unassigned	(19,858)	1,234,783	-	189,394	-	-	-	-	-	1,404,319
Total fund balances	<u>(19,858)</u>	<u>1,234,783</u>	<u>-</u>	<u>189,394</u>	<u>563,165</u>	<u>904,533</u>	<u>(28,136)</u>	<u>1,772</u>	<u>(137,663)</u>	<u>2,707,990</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,452,710</u>	<u>\$ 1,365,625</u>	<u>\$ -</u>	<u>\$ 210,060</u>	<u>\$ 563,165</u>	<u>\$ 983,295</u>	<u>\$ 28,136</u>	<u>\$ 1,772</u>	<u>\$ 664,736</u>	<u>\$ 5,269,499</u>

*Construction Reserve for Wildlight Ave obligations

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 890	\$ 17,938	\$ 20,565	87%
Assessment levy: off-roll	19,413	19,413	214,271	9%
Lot closing	-	5,977	-	N/A
Lease reimbursements	-	-	34,343	0%
Total revenues	<u>20,303</u>	<u>43,328</u>	<u>269,179</u>	16%
EXPENDITURES				
Professional & administrative				
District engineer	1,675	4,545	12,000	38%
General counsel	5,435	18,296	50,000	37%
UF environmental	-	-	40,000	0%
District manager	4,000	16,000	48,000	33%
Audit	-	-	7,000	0%
Postage	-	-	500	0%
Printing and binding	83	333	1,000	33%
Insurance - GL, POL	82	15,072	14,000	108%
Legal advertising	10,328	11,554	6,500	178%
Miscellaneous - bank charges	21	84	1,000	8%
Office lease	3,475	13,900	43,003	32%
Office utilities	593	1,647	6,000	27%
Office supplies	-	-	2,563	0%
Meeting room	-	-	500	0%
Website				
Hosting & maintenance	-	753	705	107%
ADA compliance	-	210	210	100%
Annual district filing fee	-	175	175	100%
Property taxes	-	-	900	0%
Evolution Turfman	12,989	12,989	-	N/A
Total professional & administrative	<u>38,681</u>	<u>95,558</u>	<u>234,056</u>	41%
Other fees & charges				
Property appraiser and tax collector	18	359	642	56%
Total other fees & charges	<u>18</u>	<u>359</u>	<u>642</u>	56%
Total expenditures	<u>38,699</u>	<u>95,917</u>	<u>234,698</u>	41%
Excess/(deficiency) of revenues over/(under) expenditures	(18,396)	(52,589)	34,481	
Fund balances - beginning	(1,462)	32,731	105,121	
Fund balances - ending				
Assigned:				
3 months working capital	69,175	69,175	69,175	
Unassigned	(89,033)	(89,033)	70,427	
Fund balances - ending	<u>\$ (19,858)</u>	<u>\$ (19,858)</u>	<u>\$ 139,602</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND - DETAILED SPECIFIC AREA PLAN #1: WILDLIGHT
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 26,113	\$ 526,168	\$ 599,466	88%
Assessment levy: off-roll	-	-	324,290	0%
Total revenues	<u>26,113</u>	<u>526,168</u>	<u>923,756</u>	57%
EXPENDITURES				
Field operations				
Field operations	-	19,540	116,893	17%
Administration and accounting	833	3,333	10,000	33%
Wetland and conservation maintenance	-	-	10,000	0%
Landscape	-	136,571	694,064	20%
Lake maintenance	975	2,925	19,108	15%
Pest control	-	-	1,000	0%
Street cleaning	-	-	12,000	0%
Street light lease	6,296	18,907	111,150	17%
Repairs & maintenance	835	2,572	25,000	10%
Electricity	138	312	984	32%
Irrigation (potable)	775	1,476	41,169	4%
Landscape replacement	-	-	69,406	0%
Parts & supplies	-	68	3,000	2%
Contingency	-	-	250	0%
Insurance	-	-	5,000	0%
Debt service fund accounting: series 2018	625	2,500	7,500	33%
Debt service fund accounting: series 2021	625	2,500	7,500	33%
Arbitrage rebate calculation	-	500	1,000	50%
Dissemination agent	167	667	2,000	33%
Trustee (series 2018 bonds)	4,246	4,246	4,000	106%
Trustee (series 2021 bonds)	-	-	4,000	0%
Total field operations	<u>15,515</u>	<u>196,117</u>	<u>1,145,024</u>	17%
Other fees & charges				
Property appraiser and tax collector	522	10,523	18,733	56%
Total other fees & charges	<u>522</u>	<u>10,523</u>	<u>18,733</u>	56%
Total expenditures	<u>16,037</u>	<u>206,640</u>	<u>1,163,757</u>	18%
Excess/(deficiency) of revenues over/(under) expenditures	10,076	319,528	(240,001)	
Fund balances - beginning	1,224,707	915,255	624,494	
Assigned:				
3 months working capital	294,689	294,689	294,689	
Disaster recovery	75,000	75,000	75,000	
Unassigned	865,094	865,094	14,804	
Fund balances - ending	<u>\$ 1,234,783</u>	<u>\$ 1,234,783</u>	<u>\$ 384,493</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND - DETAILED SPECIFIC AREA PLAN #2
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ -	\$ 9,000	0%
Total revenues	<u>-</u>	<u>-</u>	<u>9,000</u>	0%
EXPENDITURES				
Field operations				
Administration and accounting	-	-	7,500	0%
Contingency	-	-	500	0%
Dissemination agent	-	-	1,000	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>9,000</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	
Fund balances - beginning	-	-	4,250	
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,250</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND - COMMERCE PARK
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 2,789	\$ 56,204	\$ 64,434	87%
Assessment levy: off-roll	-	-	101,269	0%
Lot closing	-	92,981	-	N/A
Total revenues	<u>2,789</u>	<u>149,185</u>	<u>165,703</u>	90%
EXPENDITURES				
Field operations				
Field operations	-	-	17,018	0%
Administration and accounting	-	-	250	0%
Wetland and conservation maintenance	-	-	10,000	0%
Landscape	-	-	74,024	0%
Lake maintenance	-	-	8,522	0%
Pest control	-	-	500	0%
Street cleaning	-	-	4,200	0%
Street light lease	-	-	17,160	0%
Repairs & maintenance	-	-	5,000	0%
Electricity	-	-	1,800	0%
Irrigation (potable)	-	-	11,058	0%
Landscape replacement	-	-	7,402	0%
Parts & supplies	-	-	1,500	0%
Contingency	-	-	250	0%
Insurance	-	-	5,000	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>163,684</u>	0%
Other fees & charges				
Property appraiser and tax collector	55	1,124	2,014	56%
Total other fees & charges	<u>55</u>	<u>1,124</u>	<u>2,014</u>	56%
Total expenditures	<u>55</u>	<u>1,124</u>	<u>165,698</u>	1%
Excess/(deficiency) of revenues over/(under) expenditures	2,734	148,061	5	
Fund balances - beginning	186,660	41,333	4	
Fund balances - ending	<u>\$ 189,394</u>	<u>\$ 189,394</u>	<u>\$ 9</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll - net	\$ 14,303	\$ 288,197	\$ 340,148	85%
Assessment prepayments	19,459	77,835	-	N/A
Interest	1,141	4,845	-	N/A
Total revenues	<u>34,903</u>	<u>370,877</u>	<u>340,148</u>	109%
EXPENDITURES				
Debt service				
Principal	-	-	90,000	0%
Principal prepayment	-	30,000	-	N/A
Interest	-	116,943	234,149	50%
Total debt service	<u>-</u>	<u>146,943</u>	<u>324,149</u>	45%
Other fees & charges				
Property appraiser	-	-	3,543	0%
Tax collector	286	5,764	7,086	81%
Total other fees and charges	<u>286</u>	<u>5,764</u>	<u>10,629</u>	54%
Total expenditures	<u>286</u>	<u>152,707</u>	<u>334,778</u>	46%
Excess/(deficiency) of revenues over/(under) expenditures	34,617	218,170	5,370	
Fund balances - beginning	<u>528,548</u>	<u>344,995</u>	<u>287,568</u>	
Fund balances - ending	<u>\$ 563,165</u>	<u>\$ 563,165</u>	<u>\$ 292,938</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: on-roll - net	\$ 15,252	\$ 307,330	\$ 351,047	88%
Special assessment: off-roll	-	-	337,780	0%
Interest	1,433	10,516	-	N/A
Total revenues	<u>16,685</u>	<u>317,846</u>	<u>688,827</u>	46%
EXPENDITURES				
Debt service				
Principal	-	-	260,000	0%
Interest	-	208,942	419,730	50%
Total debt service	<u>-</u>	<u>208,942</u>	<u>679,730</u>	31%
OTHER FINANCING SOURCES/(USES)				
Property appraiser	-	-	3,657	0%
Tax collector	305	6,147	7,313	84%
Total other financing sources/(uses)	<u>305</u>	<u>6,147</u>	<u>10,970</u>	56%
Total expenditures	<u>305</u>	<u>215,089</u>	<u>690,700</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	16,380	102,757	(1,873)	
Fund balances - beginning	888,153	801,776	556,569	
Fund balances - ending	<u>\$ 904,533</u>	<u>\$ 904,533</u>	<u>\$ 554,696</u>	

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND - DETAILED SPECIFIC AREA PLAN #2
FOR THE PERIOD ENDED JANUARY 31, 2024**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Debt service		
Cost of issuance	<u>25,336</u>	<u>25,336</u>
Total debt service	<u>25,336</u>	<u>25,336</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (25,336)	 (25,336)
 Fund balances - beginning	 <u>(2,800)</u>	 <u>(2,800)</u>
Fund balances - ending	<u>\$ (28,136)</u>	<u>\$ (28,136)</u>

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1,039	\$ 1,772
Total revenues	1,039	1,772
 EXPENDITURES		
Total expenditures	-	-
 Excess/(deficiency) of revenues over/(under) expenditures	1,039	1,772
 Fund balances - beginning	733	-
Fund balances - ending	\$ 1,772	\$ 1,772

**EAST NASSAU STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year To Date
REVENUES		
Landowner contribution	\$ -	\$ 242,309
Interest	2,320	10,417
Total revenues	2,320	252,726
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	2,320	252,726
Fund balances - beginning	(139,983)	(390,389)
Fund balances - ending	\$ (137,663)	\$ (137,663)

**EAST NASSAU
STEWARDSHIP DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
EAST NASSAU STEWARDSHIP DISTRICT**

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The Board of Supervisors of the East Nassau Stewardship District held a Regular Meeting on February 15, 2024 at 10:00 a.m., at the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034.

Present were:

Mike Hahaj	Chair
Tommy Jinks	Vice Chair
Jamie Northrup	Assistant Secretary
Rob Fancher	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Craig Wrathell (via telephone)	Wrathell, Hunt and Associates, LLC (WHA)
Michelle Rigoni (via telephone)	District Counsel
Zach Brecht	District Engineer
Todd Haskett	CCMC
Carol Brown	Landowner Representative

FIRST ORDER OF BUSINESS

Call to Order

Mr. Torres called the meeting to order at 10:00 a.m.

SECOND ORDER OF BUSINESS

Roll Call

Supervisors Hahaj, Jinks, Fancher and Northrup were present. Supervisor Hord was not present.

THIRD ORDER OF BUSINESS

Chairman’s Opening Remarks

Mr. Hahaj thanked everyone for attending and stated today’s agenda is primarily an operational one. He voiced his appreciation for everyone’s hard work.

FOURTH ORDER OF BUSINESS

Consent Agenda

Mr. Torres presented the following:

A. Acceptance of Unaudited Financial Statements as of December 31, 2023

- 42 B. Approval of January 18, 2024 Public Hearings and Regular Meeting Minutes
- 43 C. Ratification Items
 - 44 I. Supplemental Acquisition and Monitoring-Activities Funding Agreement
 - 45 [Conservation Lands and Mobility Trails] dated January 22, 2024
 - 46 II. Acquisition of Wildlight PDP 3, Pod 4 North Landscape Tracts 1, 8, 2b,
 - 47 Recreational Tract 1, Stormwater Pond Tract 4-5 and related Improvements
 - 48 and Work Product

50 On MOTION by Mr. Hahaj and seconded by Mr. Jinks with all in favor, the
 51 Consent Agenda Items, as presented, were accepted, approved and ratified,
 52 respectively.

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55 **FIFTH ORDER OF BUSINESS** **Public Comments (limited to 3 minutes per**

56 **person)**

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58 There were no public comments.

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60 **SIXTH ORDER OF BUSINESS** **Consideration of Acquisition of Whistling**

61 **Duck Pond, FPL Easement and Common**

62 **Areas (Wildlight PDP 3 Pod 4 North**

63 **Landscape, Recreation Pond, FPL**

64 **Easement with Mobility Trail, and Future**

65 **ROW tract with Reverter)**

66

67 Ms. Rigoni reported the following:

- 68 ➤ The Developer has substantially completed construction of the Whistling Duck Pond
- 69 area and related recreational facility at that pond, as well as the Florida Power & Light (FPL)
- 70 easement with mobility trail and Pod 4 North area that is next to the completed acquisition that
- 71 the Board ratified.
- 72 ➤ These are all within the District’s Capital Improvement Plan (CIP) and it is anticipated
- 73 that the District will acquire the same at some point.
- 74 ➤ Included within the acquisition scope is a parking lot, which is part of the recreational
- 75 facility related to Whistling Duck Pond; however, it is located in a future right-of-way (ROW)
- 76 tract just below that pond, which might lead to developing a roadway connection between the
- 77 residential community and Commerce Park.

78 ➤ Whether that needs to happen will depend on various development factors and tripping
79 certain thresholds, which cannot be determined at this time.

80 ➤ In order to accommodate that possibility, the Developer might be required to improve
81 this tract as a roadway in the future. That portion of the future roadway tract acquisition is
82 subject to a reverter Clause. The Board previously saw a reverter clause related to mobility
83 trails.

84 ➤ Given that some of the punchlist items for the Whistling Duck Pond recreational
85 improvements are being completed, the Developer requested that the District reserve a
86 temporary construction easement for the Whistling Duck Pond area in Phase D.

87 ➤ Due to the reverter clause and the need to finalize the punchlist items, there are no
88 more bond funds left on the acquisition list for donation.

89 Mr. Hahaj stated he is familiar with the reverter clause from other documents and asked
90 if the District Engineer will sign off on completed work items on behalf of the District. Mr.
91 Brecht replied affirmatively. Ms. Rigoni asked if a Consulting Engineer Certificate for this
92 acquisition should be prepared. Mr. Brecht replied perhaps. Ms. Rigoni stated the Chair and
93 Staff have been formulating a recreational pond usage policy, which might be presented at the
94 March meeting.

95

On MOTION by Mr. Jinks and seconded by Ms. Northrup, with all in favor, the acquisition of the various tracts included on the checklist and authorizing the Chair and Staff to coordinate with the Developer to produce an acquisition packet, was approved.

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SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-17, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; and Providing for an Effective Date

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Mr. Torres presented Resolution 2024-17. He reviewed the Amended Fiscal Year 2023 budget and stated this is necessary to balance the decreases and increases in the various budget line items. Mr. Wrathell explained that, if certain expenditures exceed budget, a budget amendment will be done, showing how those line items will be funded. Fortunately, excess fund balance can be used to cover overages. This is necessary to avoid a finding in the audit.

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On MOTION by Mr. Hahaj and seconded by Mr. Jinks, with all in favor, Resolution 2024-17, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; and Providing for an Effective Date, was adopted.

121

EIGHTH ORDER OF BUSINESS

Consideration of District Special Event Form

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Ms. Rigoni presented the East Nassau Event Application Form and the Revised Run Wild 2024 Event Map. The idea is for the special event application to give District permission for event requestors to use the property and, if it involves other Landowners, it is up to the event holder to seek the appropriate permissions from those Landowners, which may include consent from Law Enforcement agencies or coordinating with the County. Ms. Rigoni reviewed the required documentation and terms and conditions of event approval.

130

Asked who is responsible for reviewing and approving or denying event requests, Ms. Rigoni stated the main responsibility would be with CCMC, with assistance from District Management and District Counsel to verify that a requestor meets the requirements. A Board Member could also be designated to coordinate with CCMC, on a going forward basis.

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On MOTION by Mr. Hahaj and seconded by Mr. Fancher, with all in favor, the East Nassau Event Application Form and designating the Chair as the approving authority for event requests, was approved.

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A. Consideration of Revised Run Wild 2024 Event Map

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On MOTION by Ms. Northrup and seconded by Mr. Fancher, with all in favor, the Revised Run Wild 2024 Event Map, was approved.

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NINTH ORDER OF BUSINESS

Consideration of The Greenery of North Florida, Inc., First Amendment to Landscape and Irrigation Maintenance Agreement

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Mr. Haskett presented the Greenery of North Florida, Inc., First Amendment to Landscape and Irrigation Maintenance Agreement.

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On MOTION by Mr. Hahaj and seconded by Mr. Jinks, with all in favor, the First Amendment to the Landscape and Irrigation Maintenance Agreement with Greenery of North Florida, Inc., was approved.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2024-18, Designating a Date, Time, and Location for Landowners’ Meeting and Election; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date

Mr. Torres presented Resolution 2024-18. Seats 1, 2 and 5, currently held by Mr. Hahaj, Mr. Fancher and Mr. Hord, respectively, will be up for election at the November 2024 General Election. Ms. Rigoni pointed out the following change that needs to be made to Resolution 2024-18:

Page 1, Item 2: Change “two (2)” to “three (3)”

On MOTION by Mr. Hahaj and seconded by Ms. Northrup, with all in favor, Resolution 2024-18, as amended, Designating a Date, Time, and Location of November 5, 2024 at 10:00 a.m. at the Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034, for a Landowners’ Meeting and Election; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date, was adopted.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-20 Confirming, Ratifying and Approving Final Stewardship District Manual for Land Management for Conservation Lands for the East Nassau Community Planning Area Sector Plan, First Approved by Resolution 2022-19 as Amended by Resolution 2024-10; Appointing a Board Representative Regarding Implementation of Same; Authorizing Appointee and District Staff to Take All Actions Necessary Related to Same; Providing for Severability and an Effective Date

28:05 Ms. Rigoni presented Resolution 2024-20.

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On MOTION by Mr. Jinks and seconded by Mr. Fancher, with all in favor, Resolution 2024-20 Confirming, Ratifying and Approving Final Stewardship District Manual for Land Management for Conservation Lands for the East Nassau Community Planning Area Sector Plan, First Approved by Resolution 2022-19 as Amended by Resolution 2024-10; Appointing a Board Representative Regarding Implementation of Same; Authorizing Appointee and District Staff to Take All Actions Necessary Related to Same; Providing for Severability and an Effective Date, was adopted.

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TWELFTH ORDER OF BUSINESS

Development Update/Staff Reports

208

A. Developer

210 Ms. Brown reported following:

211 ➤ The District will be receiving additional conveyances for consideration at the March
212 meeting; these include the common areas off Crosstown Boulevard.

213 ➤ As the proposed Fiscal Year 2025 budget season approaches, she anticipates working
214 with District Staff to prepare Fiscal Year 2025 budget.

215 ➤ She is coordinating with Mr. Brecht to devise a centralized mapping system for the
216 District.

B. District Counsel: Kutak Rock LLP

218 Ms. Rigoni reported the following:

219 ➤ A landscaping agreement with the County is in process.

220 ➤ Work on a traffic enforcement agreement with the County resumed. The Sheriff’s Office
221 is reviewing a form of agreement between the District, the Sheriff’s Office and the County, and
222 the Sheriff’s Office asked for confirmation of a traffic enforcement area map by way of a legal
223 description.

224 Discussion ensued regarding parking restrictions and the Sheriff’s Office.

C. District Engineer: England-Thims & Miller, Inc.

226 Mr. Brecht stated that he is working with Ms. Brown on developing a foundation for the
227 centralized mapping system. Once the foundation is set, the plan is to start working on
228 developing an online portal that is accessible to Board Members to see what areas are District-
229 owned and permitting status, etc.

D. Field Operations: CCMC

230

231 Mr. Haskett stated, since the last meeting, only one speed hump proposal was received;
232 however, he anticipates receiving additional proposals and presenting them at the next
233 meeting. A resident asked for a speed hump to be installed on her street and suggested that
234 the District formulate rules, guidelines or policies on speed humps as additional roads are being
235 constructed and added.

236 Discussion ensued regarding speed hump requests by residents, if a traffic study is
237 warranted, traffic enforcement, signage, construction and post-construction traffic.

238 **E. District Manager: Wrathell, Hunt and Associates, LLC**

239 Mr. Wrathell stated he will not be in attendance at the March meeting but the financing
240 items should be settled and the finance team will be on-call if there are any questions related
241 to the methodologies.

- 242 • **NEXT MEETING DATE: March 21, 2024 at 10:00 AM**
- 243 ○ **QUORUM CHECK**

244 Supervisors Hahaj, Jinks and Northrup confirmed their attendance at the March 21,
245 2024 meeting.

246

247 **THIRTEENTH ORDER OF BUSINESS Board Members’ Comments/Requests**

248

249 Mr. Hahaj anticipated that the Board will consider the Preliminary Limited Offering
250 Memorandum (PLOM) and other financial documents at the March meeting.

251

252 **FOURTEENTH ORDER OF BUSINESS Public Comments**

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254 No members of the public spoke.

255

256 **FIFTEENTH ORDER OF BUSINESS Adjournment**

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259 **On MOTION by Mr. Hahaj and seconded by Mr. Hord, with all in favor, the**
260 **meeting adjourned at 10:58 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**EAST NASSAU
STEWARDSHIP DISTRICT**

4CI

East Nassau

Stewardship District

*c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0100*

February 27, 2024

Mr. Jeff Reindl
St. Johns River Water Management District
7775 Baymeadows Way, Suite 102
Jacksonville, FL 32256

**RE: Chester Road Widening
SJRWMD Application No. 139976-87**

Dear Mr. Reindl:

Please accept this letter as confirmation of the East Nassau Stewardship District's intent to accept responsibility for the operation and maintenance of the proposed permitted stormwater management system associated with the Chester Road Widening project. This includes operation and maintenance of the three (3) proposed stormwater management facilities, any stormwater structures and/or pipes that interconnect any of these stormwater management facilities, and any outfall structure associated with these stormwater facilities to provide continued compliance with the St. Johns River Water Management District permit to be issued on this project.

Should there be any proposed transfer of operation and maintenance of the stormwater management system, or a portion thereof, to another entity, the East Nassau Stewardship District will notify the St. Johns River Water Management appropriately of the proposed transfer.

Please feel free to contact us if you have any questions or need additional information.

Sincerely,

Michael Hahaj

Digitally signed by Michael Hahaj
DN: cn=US, e=mike.hahaj@raydent.com, o=Raydent,
ou=Community Development, cn=Michael Hahaj
Reason: I am approving this document
Contact Info: 561-646-7556
Date: 2024.03.01 08:07:08-0500'

Mike Hahaj
District Chairman

CC: Craig Wrathell
John Zachary Brecht, P.E.
Michelle Rigoni

District Manager
District Engineer
District Counsel

**EAST NASSAU
STEWARDSHIP DISTRICT**

4CII

PREPARED BY:

**JOHN R. CAMPBELL, ESQ.
RAYONIER INC.
1 RAYONIER WAY
WILDLIGHT, FL 32097**

**STATE OF FLORIDA
COUNTY OF NASSAU**

SPECIAL WARRANTY DEED WITH RIGHT OF REVERTER

(Wildlight Pod 4 North)

THIS SPECIAL WARRANTY DEED is made this 28th day of February 2024, from **WILDLIGHT LLC**, a Delaware limited liability company, duly authorized to do business in Florida, whose address is 1 Rayonier Way, Wildlight, Florida 32097 ("Grantor"), to **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, whose address is % Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("Grantee") (the words "Grantor" and "Grantee" to include any respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that land and improvements thereon located in Nassau County, Florida as more particularly described at **EXHIBIT "A"** attached hereto and by reference made a part hereof (the "Property").

TAX PARCEL ID NO: 44-2N-27-1004-RCT2-0000, 44-2N-27-1004-0AE2-0000, 44-2N-27-1004-0RW1-0000, 44-2N-27-1004-MTE5-0000 (PORTION)

THIS CONVEYANCE IS SUBJECT TO those matters referenced on **EXHIBIT "B"** attached hereto and by reference made a part hereof ("Permitted Exceptions").

TOGETHER WITH all tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

PROVIDED, HOWEVER, as to that portion of the Property that is described on **EXHIBIT "C"** attached hereto and by reference made a part hereof (the "Reverter Property"), Grantor reserves for itself and its successors and assigns a possibility of reverter encumbering the Reverter Property. Grantor's reverter is subject to the following terms and conditions to which Grantee agrees by acceptance and execution of this deed:

Subject to the condition set forth below, the interest herein conveyed in the Reverter Property to Grantee shall revert to Grantor upon written notice and demand from Grantor to Grantee. Within 10 calendar days of receipt of such written notice of its right to exercise its reverter, Grantee agrees to execute a special warranty deed as evidence of the conveyance of the Reverter Property from Grantee back to Grantor, at no cost to Grantor and subject only to the Permitted Exceptions, and to record the special warranty deed in the public records.

Condition to reverter: Grantor shall not have the right to exercise its reverter until after Grantor has reimbursed Grantee for all expenses incurred by Grantee, and paid for using public funds, to maintain and improve the Reverter Property during the calendar year in which Grantor exercises its reverter. Grantee shall provide Grantor with an itemized list of such expenses within 30 calendar days of Grantor's written request for the same. If Grantee does not provide Grantor with such itemized list within 30 calendar days of Grantor's written request, then Grantor may assume that no such expenses were incurred by Grantee during the calendar year.

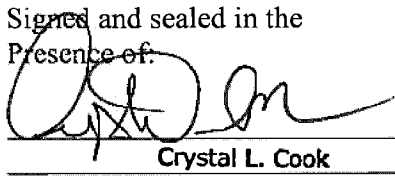
FURTHER PROVIDED, HOWEVER, as to that portion of the Property that is described on **EXHIBIT "D"** attached hereto and by reference made a part hereof (the "Access Easement Property"), Grantor reserves for itself and its successors, assigns, officers, employees, agents, invitees, contractors and subcontractors, a temporary non-exclusive access and construction easement over, under, across, and through the Access Easement Property for ingress and egress and the right to install landscaping, construct trails, and make other improvements to the Access Easement Property. This construction and access easement shall automatically terminate on the date that is 90 days after the date that this deed is recorded in the public records.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other.

[SIGNATURES ON FOLLOWING PAGE]


IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the day and year first above written.

Signed and sealed in the
Presence of:



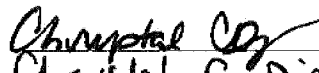
Crystal L. Cook (Print)

WIDLIGHT LLC, a Delaware limited liability company

By: 

John R. Campbell
Its: Vice President

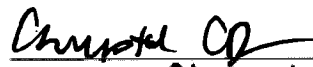
1 Rayonier Way
Wildlight, FL 32097



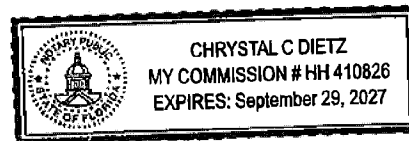
Chrystal C. Dietz (Print)
1 Rayonier Way
Wildlight, FL 32097

**STATE OF FLORIDA
COUNTY OF NASSAU**

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 27th day of February 2024, by John R. Campbell, as Vice President of Wildlight LLC, a Delaware limited liability company, on behalf of the company, and who are personally known to me ~~or has produced~~ as identification.



Print Name: Chrystal C Dietz
Notary Public, State of Florida
My Commission Expires: 9-29-27
Commission No.: HH 410826



IN WITNESS WHEREOF, Grantee agrees and accepts the conditions of this instrument and caused it to be executed on the day and year first above written.

Signed and sealed in the Presence of:

EAST NASSAU STEWARDSHIP DISTRICT
a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida



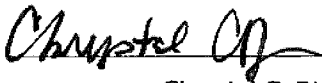
(Sign)
(Print)

Crystal L. Cook

1 Rayonier Way
Wildlight, FL 32097

By: 

Mike Hahaj
Its: Chairperson, Board of Supervisors



(Sign)
(Print)

Chrystal C. Dietz

1 Rayonier Way
Wildlight, FL 32097

**STATE OF FLORIDA
COUNTY OF NASSAU**

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 28th day of February 2024, by Mike Hahaj, Chairperson, Board of Supervisors, EAST NASSAU STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, on behalf of the district, and who are personally known to me ~~or has produced~~ as identification.



Print Name: Chrystal C. Dietz

Notary Public, State of Florida

My Commission Expires: 9-29-27

Commission No.: HH 410826

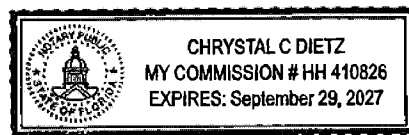


EXHIBIT "A"
(Description of the Property)

Nassau County, Florida

LSS-839 containing 2.61 Acres
Site 1:

A parcel of land, being a portion of 110-foot Mobility Trail Easement 5 (aka Florida Power & Light Company easement) and being a portion of Access Easement 6, containing 2.61 acres, more or less, as shown on the Plat of East Nassau - Wildlight PDP 3 / POD 4 North recorded in Official Records Book 2539, page 1789, in the Official Records of Nassau County, Florida and being more particularly described as follows:

Commence at the Northwest corner of East Nassau - Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida; thence on the Westerly line of said East Nassau - Wildlight PDP 3 / POD 4 North, S 31°50'32" E, a distance of 76.75 feet to a point on the Southerly Right of Way line of Curiosity Avenue (66 foot Right of Way) said point also being on a curve, concave Southerly, having a radius of 967.00 feet and a central angle of 7°58'28" said point also being the Point of Beginning; thence departing said Westerly line and on said Southerly Right of Way line and on the arc of said curve, a distance of 134.59 feet, said arc being subtended by a chord which bears S 86°01'25" E, a distance of 134.48 feet to a point on the Northerly line of Recreation and/or Community Amenity Tract 1, of East Nassau - Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida said point being on a curve, concave Northerly, having a radius of 253.00 feet and a central angle of 10°41'39"; thence departing said Southerly Right of Way line and on the Northerly, Westerly and Southerly lines of said Recreation and/or Community Amenity Tract 1 and on the arc of said curve for the next 9 courses, a distance of 47.22 feet, said arc being subtended by a chord which bears N 88°57'06" W, a distance of 47.15 feet to the beginning of a curve, concave Northeast, having a radius of 34.00 feet and a central angle of 50°53'57"; thence on the arc of said curve, a distance of 30.20 feet, said arc being subtended by a chord which bears S 44°23'47" E, a distance of 29.22 feet to the curves end; thence S 69°50'45" E, a distance of 19.30 feet to the beginning of a curve, concave Southwest, having a radius of 150.00 feet and a central angle of 41°20'47"; thence on the arc of said curve, a distance of 108.24 feet, said arc being subtended by a chord which bears S 49°10'22" E, a distance of 105.91 feet to the curves end; thence S 20°27'33" E, a distance of 41.96 feet to the beginning of a curve, concave Southwest, having a radius of 150.00 feet and a central angle of 3°23'50"; thence on the arc of said curve, a distance of 8.89 feet, said arc being subtended by a chord which bears S 10°43'12" E, a distance of 8.89 feet to a point of reverse curvature of a curve having a radius of 300.00 feet and a central angle of 5°03'12"; thence on the arc of said curve, a distance of 26.46 feet, said arc being subtended by a chord which bears S 11°32'53" E, a distance of 26.45 feet to a point of compound curvature of a curve having a radius of 3.00 feet and a central angle of 75°46'01"; thence on the arc of said curve, a distance of 3.97 feet, said arc being subtended by a chord which bears S 51°57'30" E, a distance of 3.68 feet to a point of compound curvature of a

curve having a radius of 134.14 feet and a central angle of 4°59'22"; thence on the arc of said curve, a distance of 11.68 feet, said arc being subtended by a chord which bears N 87°39'49" E, a distance of 11.68 feet to a point on the Easterly line of 110 foot Mobility Trail Easement 5 of East Nassau - Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida said point also being the Easterly Right of Way line of Florida Power & Light Company (110 foot Easement for Right of Way); thence departing said Southerly line and on said Easterly line, S 31°50'32" E, a distance of 929.95 feet to a point on Northerly line of Recreation and/or Community Amenity Tract 3 of the aforesaid East Nassau - Wildlight PDP 3 / POD 4 North; thence departing said Easterly line and on said Northerly line, S 56°16'55" W, a distance of 97.74 feet; thence departing said Northerly line, N 31°50'36" W, a distance of 1194.22 feet; thence S 83°27'07" W, a distance of 13.59 feet to a point on the aforesaid Westerly line of East Nassau - Wildlight PDP 3 / POD 4 North; thence on said Westerly line, N 31°50'32" W, a distance of 14.50 feet to the Point of Beginning.

LSS-826

Recreation and/or Community Amenity Tract 2, containing 15.53 Acres, more or less, as shown on the Plat of East Nassau – Wildlight PDP 3 / POD 4 North, recorded in Official Records Book 2539, Pages 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida.

LSS-784

Future Right of Way Tract 1, containing 2.30 acres, more or less, as shown on the Plat of East Nassau – Wildlight PDP 3 / POD 4 North, recorded in Official Records Book 2539, Pages 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida.

Access Easement Tracts, as shown on the Plat of East Nassau – Wildlight PDP 3 / POD 4 North, recorded in Official Records Book 2539, Pages 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida, with following acreages:

LSS-1091

A) Access Easement 4; containing 0.04 Acres, more or less

LSS-1080

B) Access Easement 5; containing 0.05 Acres, more or less

LSS-1092

C) Access Easement 6; containing 0.01 Acres, more or less

EXHIBIT "B"

"Permitted Exceptions"

- (a) Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property;
- (b) Any current or future building or zoning ordinances or any other law or regulation (including environmental protection laws and regulations) of any governmental authority;
- (c) Any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any;
- (d) All current and previous reservations, exceptions and conveyances of record of oil, gas, associated hydrocarbons, minerals and mineral substances, and royalty and other minerals rights and interests of record;
- (e) All claims of governmental authorities in and to those portions of the Property that lie in the bed of any streams, creeks or waterways or other submerged lands or land now or formerly subject to the ebb and flow of tidal waters, or any claims of riparian rights;
- (f) Outstanding easements, encroachments, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, reservations, covenants, agreements, log sale agreements, timber cutting contracts, cemeteries, access rights and other rights in third parties of record or acquired through prescription, adverse possession or otherwise;
- (g) Any and all restrictions of use of the Property due to environmental protection laws, including, without limitation, endangered species and wetlands protection laws, rules, regulations and orders; and
- (h) All matters of public record.

EXHIBIT "C"
(Description of the Reverter Property)

LSS-784

Future Right of Way Tract 1, containing 2.30 acres, more or less, as shown on the Plat of East Nassau – Wildlight PDP 3 / POD 4 North, recorded in Official Records Book 2539, Pages 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida.

EXHIBIT "D"

(Description of the Access Easement Property)

LSS-826

Recreation and/or Community Amenity Tract 2, containing 15.53 Acres, more or less, as shown on the Plat of East Nassau – Wildlight PDP 3 / POD 4 North, recorded in Official Records Book 2539, Pages 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida.

LSS-784

Future Right of Way Tract 1, containing 2.30 acres, more or less, as shown on the Plat of East Nassau – Wildlight PDP 3 / POD 4 North, recorded in Official Records Book 2539, Pages 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida.

BILL OF SALE

[WHISTLING DUCK PARK LANDSCAPE, IRRIGATION, RECREATIONAL SITE FURNISHING, FOUNTAIN AND RELATED PLUMBING, KAYAK PAVILION, BOARDWALK, DOCKS, MOBILITY TRAILS AND SIDEWALKS, PARKING AREA, DISCHARGE STRUCTURE AND DRAINAGE; AND FPL TRAIL AND CULVERTS]

KNOW ALL MEN BY THESE PRESENTS, on this 27th day of February, 2024, that **WILDLIGHT LLC**, a Delaware limited liability company, with a mailing address of 1 Rayonier Way, Wildlight, Florida 32097 (the “**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special-purpose government organized pursuant to Chapter 2017-206, Laws of Florida, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

SEE EXHIBIT A

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

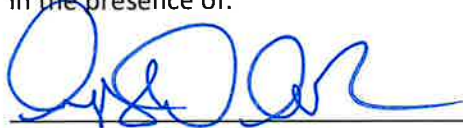
AND the Seller does hereby covenant to and with the District, its successors and assigns, that it is the lawful owner of the above-described real property and assets; that said real property and assets are free from all liens and encumbrances; that Seller has good right to sell said real property and assets; that all contractors, subcontractors and materialmen furnishing labor or materials relative to the construction of the real property and assets have been paid in full; and that Seller will warrant and defend the sale of its said real property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever; Grantor represents that, without independent investigation, it has no knowledge of any defects in the Improvements, and hereby assigns, transfers, and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification; and by execution of this document, the Grantor affirmatively represents that it has the contractual right, consent, and lawful authority to any and all forms to take this action in this document in this form. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability provided in section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed as of the day and year first written above.

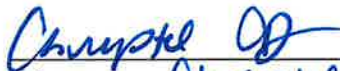
SELLER:

Signed, sealed and delivered
in the presence of:

WILDLIGHT LLC
a Delaware limited liability company



Print Name: Crystal L. Cook


By: John R. Campbell
Its: Vice President


Print Name: Crystal C. Dietz

STATE OF FLORIDA
COUNTY OF NASSAU

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization this 27th day of February, 2024, by John R. Campbell, as Vice President of Wildlight LLC, a Delaware limited liability company, on behalf of company.


(Official Notary Signature)
Name: Crystal C. Dietz
Personally Known
OR Produced Identification N/A
Type of Identification N/A

[notary seal]



EXHIBIT A

[WHISTLING DUCK PARK LANDSCAPE, IRRIGATION, RECREATIONAL SITE FURNISHING, FOUNTAIN AND RELATED PLUMBING, KAYAK PAVILION, BOARDWALK, DOCKS, MOBILITY TRAILS AND SIDEWALKS, PARKING AREA, DISCHARGE STRUCTURE AND DRAINAGE; AND FPL TRAIL AND CULVERTS]

DESCRIPTION OF IMPROVEMENTS TO BE ACQUIRED (PORTIONS THAT WERE BUILT BY WILDLIGHT):

RECREATION/STORMWATER POND: completed portions of (i) all ponds/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures, catch-basins, publicly-owned pipes providing drainage, curb and gutter providing drainage for streets and right-of-ways, dry stormwater retention basins, if any, and related stormwater facilities; (ii) any and all recreational and/or community amenity improvements including park improvements, kayak launch, fishing dock, pavilion, park furnishings, water fountain, concrete and aggregate trails and parking areas; (iii) and any and all plants, trees, timber, shrubbery, and other landscaping and irrigation improvements for such recreational and stormwater facilities, all in and for the development East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

RECREATION AND/OR COMMUNITY AMENITY TRACT 2 (AKA WHISTLING DUCK POND), CONTAINING 15.53 ACRES, MORE OR LESS, AS SHOWN ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA.

ALSO INCLUDING

LANDSCAPE, PARKING LOT, MOBILITY TRAIL AND ACCESS EASEMENT TRACTS: All multi-use trail system infrastructure improvements, which include asphalt trails and stormwater culverts, and parking lot improvements constructed in and for the development of East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

FUTURE RIGHT OF WAY TRACT 1, CONTAINING 2.30 ACRES, MORE OR LESS, AS SHOWN AND DELINEATED ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED AS INSTRUMENT NO. 202245006046 IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA.

TOGETHER WITH:

ACCESS EASEMENTS 4, 5 AND 6, AS SHOWN ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA, with following acreages:

- a) Access Easement 4; containing 0.04 Acres, more or less
- b) Access Easement 5; containing 0.05 Acres, more or less

c) Access Easement 6; containing 0.01 Acres, more or less

TOGETHER WITH:

A PARCEL OF LAND, BEING A PORTION OF 110-FOOT MOBILITY TRAIL EASEMENT 5 (AKA FLORIDA POWER & LIGHT COMPANY EASEMENT) AND BEING A PORTION OF ACCESS EASEMENT 6, AND FUTURE RIGHT OF WAY TRACT 1, AS SHOWN ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA and being more particularly described as follows:

Commence at the Northwest corner of East Nassau - Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida; thence on the Westerly line of said East Nassau - Wildlight PDP 3 / POD 4 North, S 31°50'32" E, a distance of 76.75 feet to a point on the Southerly Right of Way line of Curiosity Avenue (66 foot Right of Way) said point also being on a curve, concave Southerly, having a radius of 967.00 feet and a central angle of 7°58'28" said point also being the Point of Beginning; thence departing said Westerly line and on said Southerly Right of Way line and on the arc of said curve, a distance of 134.59 feet, said arc being subtended by a chord which bears S 86°01'25" E, a distance of 134.48 feet to a point on the Northerly line of Recreation and/or Community Amenity Tract 1, of East Nassau - Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida said point being on a curve, concave Northerly, having a radius of 253.00 feet and a central angle of 10°41'39"; thence departing said Southerly Right of Way line and on the Northerly, Westerly and Southerly lines of said Recreation and/or Community Amenity Tract 1 and on the arc of said curve for the next 9 courses, a distance of 47.22 feet, said arc being subtended by a chord which bears N 88°57'06" W, a distance of 47.15 feet to the beginning of a curve, concave Northeast, having a radius of 34.00 feet and a central angle of 50°53'57"; thence on the arc of said curve, a distance of 30.20 feet, said arc being subtended by a chord which bears S 44°23'47" E, a distance of 29.22 feet to the curves end; thence S 69°50'45" E, a distance of 19.30 feet to the beginning of a curve, concave Southwest, having a radius of 150.00 feet and a central angle of 41°20'47"; thence on the arc of said curve, a distance of 108.24 feet, said arc being subtended by a chord which bears S 49°10'22" E, a distance of 105.91 feet to the curves end; thence S 20°27'33" E, a distance of 41.96 feet to the beginning of a curve, concave Southwest, having a radius of 150.00 feet and a central angle of 3°23'50"; thence on the arc of said curve, a distance of 8.89 feet, said arc being subtended by a chord which bears S 10°43'12" E, a distance of 8.89 feet to a point of reverse curvature of a curve having a radius of 300.00 feet and a central angle of 5°03'12"; thence on the arc of said curve, a distance of 26.46 feet, said arc being subtended by a chord which bears S 11°32'53" E, a distance of 26.45 feet to a point of compound curvature of a curve having a radius of 3.00 feet and a central angle of 75°46'01"; thence on the arc of said curve, a distance of 3.97 feet, said arc being subtended by a chord which bears S 51°57'30" E, a distance of 3.68 feet to a point of compound curvature of a curve having a radius of 134.14 feet and a central angle of 4°59'22"; thence on the arc of said curve, a distance of 11.68 feet, said arc being subtended by a chord which bears N 87°39'49" E, a distance of 11.68

feet to a point on the Easterly line of 110 foot Mobility Trail Easement 5 of East Nassau - Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida said point also being the Easterly Right of Way line of Florida Power & Light Company (110 foot Easement for Right of Way); thence departing said Southerly line and on said Easterly line, S 31°50'32" E, a distance of 929.95 feet to a point on Northerly line of Recreation and/or Community Amenity Tract 3 of the aforesaid East Nassau - Wildlight PDP 3 / POD 4 North; thence departing said Easterly line and on said Northerly line, S 56°16'55" W, a distance of 97.74 feet; thence departing said Northerly line, N 31°50'36" W, a distance of 1194.22 feet; thence S 83°27'07" W, a distance of 13.59 feet to a point on the aforesaid Westerly line of East Nassau - Wildlight PDP 3 / POD 4 North; thence on said Westerly line, N 31°50'32" W, a distance of 14.50 feet to the Point of Beginning.

DESCRIPTION OF ASSOCIATED WORK PRODUCT TO BE ACQUIRED:

Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the above-described improvements.

AFFIDAVIT REGARDING COSTS PAID

STATE OF FLORIDA
COUNTY OF NASSAU

I, John R. Campbell, as Vice President of WILDLIGHT LLC, a Delaware liability company (“Developer”), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. I have authority to make this affidavit on behalf of Developer.
3. Developer is the landowner and developer of certain lands within the East Nassau Stewardship District (“District”), a special purpose unit of local government established pursuant to Chapter 2017-206, Laws of Florida (“Act”).

4. The District’s *Engineers Report for Wildlight Village Phase 2, dated February 18, 2021, Revised March 26, 2021; supplemented by Supplemental Engineers Report for Series 2021 Project, Wildlight Village Phase 2, dated March 26, 2021* (together, the “**Engineer’s Report**”), describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to the Act.

5. Developer has expended funds to develop and/or acquire certain of the stormwater management facilities, mobility trail system infrastructure improvements, Whistling Duck Pond recreational improvements, landscaping and/or associated Work Product (collectively, “**Improvements**”) described in the Engineer’s Report and more specifically described in **Exhibit A**. The attached Exhibit A accurately identifies the Improvements and/or associated Work Product that have been completed to date and states the amounts that Wildlight has spent on those improvements and/or work product.

6. Improvements are complete, except for the punch list items which the Developer will construct or cause to be constructed at a future date (“**Remaining Improvements**”). To this end, Developer agrees to timely make payment for any remaining amounts owed, and to ensure that no liens are placed on the District’s property.

7. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed improvements that Developer has developed consistent with the Engineer’s Report.

[signatures on next page]

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 27th day of February, 2024.

WIDLIGHT LLC

By: *John R Campbell*
Name: John R. Campbell
Its: Vice President

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27th day of February, 2024, by John R. Campbell, as Vice President Wildlight LLC, a Florida limited liability company, on behalf of said company and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)



Chrystal C Dietz
Notary Public Signature

Chrystal C Dietz
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No. 9-29-27
My Commission Expires: HH 410826

Exhibit A

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STATE OF FLORIDA
COUNTY OF NASSAU

AFFIDAVIT

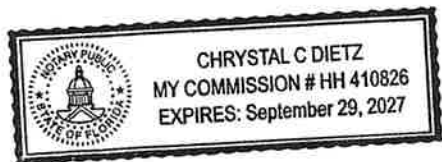
BEFORE ME, the undersigned, a Notary Public in and for the State of Florida, personally appeared, Crystal Cook, Assistant Secretary of Wildlight LLC, a Delaware limited liability company (“Wildlight”), who being first duly sworn, deposes and says that:

1. I am aware of and familiar with the contents of any and all articles of organization/incorporation, operating agreements and bylaws of Wildlight.
2. Wildlight is a Delaware limited liability company and is authorized to do business in Florida. Wildlight has not been terminated or dissolved and no proceedings to terminate or dissolve Wildlight has been initiated, nor have bankruptcy proceedings been commenced as to Wildlight.
3. John R. Campbell, Michael Hahaj, and Wesley B. Hinton, each a Vice President of Wildlight, are each authorized to perform all acts as shall be required to sell the real property of Wildlight located in Nassau County, Florida, as more particularly described upon **EXHIBIT “A”** attached hereto and by reference made a part hereof (“Property”), and to execute on behalf of Wildlight such documentation as may be required to transfer the Property.
4. The undersigned acknowledges that this Affidavit is being furnished with the intention and expectation that the buyer of the Property and any title company insuring such conveyance and may be rely upon in connection with the Property owned by Wildlight.

AFFIANT: _____


Crystal Cook

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization, this 27th day of February 2024, by Crystal Cook, who is personally known to me.





Print Name Chrystal C Dietz
NOTARY PUBLIC
State of Florida at Large
Commission # HH 410826
My Commission Expires: 9-29-27

EXHIBIT "A"

Nassau County, Florida

LSS-839 containing 2.61 Acres
Site 1:

A parcel of land, being a portion of 110-foot Mobility Trail Easement 5 (aka Florida Power & Light Company easement) and being a portion of Access Easement 6, containing 2.61 acres, more or less, as shown on the Plat of East Nassau - Wildlight PDP 3 / POD 4 North recorded in Official Records Book 2539, page 1789, in the Official Records of Nassau County, Florida and being more particularly described as follows:

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curve having a radius of 134.14 feet and a central angle of 4°59'22"; thence on the arc of said curve, a distance of 11.68 feet, said arc being subtended by a chord which bears N 87°39'49" E, a distance of 11.68 feet to a point on the Easterly line of 110 foot Mobility Trail Easement 5 of East Nassau - Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida said point also being the Easterly Right of Way line of Florida Power & Light Company (110 foot Easement for Right of Way); thence departing said Southerly line and on said Easterly line, S 31°50'32" E, a distance of 929.95 feet to a point on Northerly line of Recreation and/or Community Amenity Tract 3 of the aforesaid East Nassau - Wildlight PDP 3 / POD 4 North; thence departing said Easterly line and on said Northerly line, S 56°16'55" W, a distance of 97.74 feet; thence departing said Northerly line, N 31°50'36" W, a distance of 1194.22 feet; thence S 83°27'07" W, a distance of 13.59 feet to a point on the aforesaid Westerly line of East Nassau - Wildlight PDP 3 / POD 4 North; thence on said Westerly line, N 31°50'32" W, a distance of 14.50 feet to the Point of Beginning.

LSS-826

Recreation and/or Community Amenity Tract 2, containing 15.53 Acres, more or less, as shown on the Plat of East Nassau – Wildlight PDP 3 / POD 4 North, recorded in Official Records Book 2539, Pages 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida.

LSS-784

Future Right of Way Tract 1, containing 2.30 acres, more or less, as shown on the Plat of East Nassau – Wildlight PDP 3 / POD 4 North, recorded in Official Records Book 2539, Pages 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida.

Access Easement Tracts, as shown on the Plat of East Nassau – Wildlight PDP 3 / POD 4 North, recorded in Official Records Book 2539, Pages 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida, with following acreages:

LSS-1091

A) Access Easement 4; containing 0.04 Acres, more or less

LSS-1080

B) Access Easement 5; containing 0.05 Acres, more or less

LSS-1092

C) Access Easement 6; containing 0.01 Acres, more or less

STATE OF FLORIDA
COUNTY OF NASSAU

CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property (described in **Exhibit A** attached hereto) interest by **WILDLIGHT LLC**, a Delaware limited liability company (Wildlight), the undersigned hereby certifies the following:

1. Wildlight is a disregarded entity as defined in § 1.1445-2(b)(2)(iii);
2. Rayonier TRS Holdings Inc., a Delaware corporation (“Rayonier”) is the owner of Wildlight;
3. Rayonier is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii);
4. Rayonier is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
5. Rayonier’s U.S. employer identification number is: 20-0392883; and
6. Rayonier’s office address is: 1 Rayonier Way, Wildlight, Florida 32097.

Rayonier understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

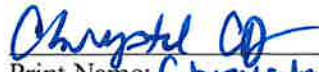
Under penalties of perjury, I declare that I have examined this certification, and to the best of my knowledge and belief, it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Rayonier.

Dated: 2/27/24



John R. Campbell
Assistant Secretary
Rayonier TRS Holdings Inc.

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization this 27th day of February 2024, by John R. Campbell, who is personally known to me.



Print Name: Chrystal C Dietz
Notary Public, State of Florida
My Commission Expires: 9-29-27
Commission No.: HH 410826

Exhibit A property

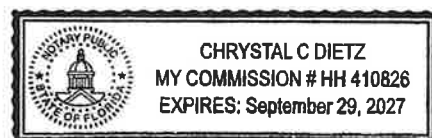


EXHIBIT "A"

(Description of the Property)

Nassau County, Florida

LSS-839 containing 2.61 Acres

Site 1:

A parcel of land, being a portion of 110-foot Mobility Trail Easement 5 (aka Florida Power & Light Company easement) and being a portion of Access Easement 6, containing 2.61 acres, more or less, as shown on the Plat of East Nassau - Wildlight PDP 3 / POD 4 North recorded in Official Records Book 2539, page 1789, in the Official Records of Nassau County, Florida and being more particularly described as follows:

Commence at the Northwest corner of East Nassau - Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida; thence on the Westerly line of said East Nassau - Wildlight PDP 3 / POD 4 North, S 31°50'32" E, a distance of 76.75 feet to a point on the Southerly Right of Way line of Curiosity Avenue (66 foot Right of Way) said point also being on a curve, concave Southerly, having a radius of 967.00 feet and a central angle of 7°58'28" said point also being the Point of Beginning; thence departing said Westerly line and on said Southerly Right of Way line and on the arc of said curve, a distance of 134.59 feet, said arc being subtended by a chord which bears S 86°01'25" E, a distance of 134.48 feet to a point on the Northerly line of Recreation and/or Community Amenity Tract 1, of East Nassau - Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida said point being on a curve, concave Northerly, having a radius of 253.00 feet and a central angle of 10°41'39"; thence departing said Southerly Right of Way line and on the Northerly, Westerly and Southerly lines of said Recreation and/or Community Amenity Tract 1 and on the arc of said curve for the next 9 courses, a distance of 47.22 feet, said arc being subtended by a chord which bears N 88°57'06" W, a distance of 47.15 feet to the beginning of a curve, concave Northeast, having a radius of 34.00 feet and a central angle of 50°53'57"; thence on the arc of said curve, a distance of 30.20 feet, said arc being subtended by a chord which bears S 44°23'47" E, a distance of 29.22 feet to the curves end; thence S 69°50'45" E, a distance of 19.30 feet to the beginning of a curve, concave Southwest, having a radius of 150.00 feet and a central angle of 41°20'47"; thence on the arc of said curve, a distance of 108.24 feet, said arc being subtended by a chord which bears S 49°10'22" E, a distance of 105.91 feet to the curves end; thence S 20°27'33" E, a distance of 41.96 feet to the beginning of a curve, concave Southwest, having a radius of 150.00 feet and a central angle of 3°23'50"; thence on the arc of said curve, a distance of 8.89 feet, said arc being subtended by a chord which bears S 10°43'12" E, a distance of 8.89 feet to a point of reverse curvature of a curve having a radius of 300.00 feet and a central angle of 5°03'12"; thence on the arc of said curve, a distance of 26.46 feet, said arc being subtended by a chord which bears S 11°32'53" E, a distance of 26.45 feet to a point of compound curvature of a curve having a radius of 3.00 feet and a central angle of 75°46'01"; thence on the arc of said curve, a distance of 3.97 feet, said arc being subtended by a chord which bears S 51°57'30" E, a distance of 3.68 feet to a point of compound curvature of a

curve having a radius of 134.14 feet and a central angle of 4°59'22"; thence on the arc of said curve, a distance of 11.68 feet, said arc being subtended by a chord which bears N 87°39'49" E, a distance of 11.68 feet to a point on the Easterly line of 110 foot Mobility Trail Easement 5 of East Nassau - Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida said point also being the Easterly Right of Way line of Florida Power & Light Company (110 foot Easement for Right of Way); thence departing said Southerly line and on said Easterly line, S 31°50'32" E, a distance of 929.95 feet to a point on Northerly line of Recreation and/or Community Amenity Tract 3 of the aforesaid East Nassau - Wildlight PDP 3 / POD 4 North; thence departing said Easterly line and on said Northerly line, S 56°16'55" W, a distance of 97.74 feet; thence departing said Northerly line, N 31°50'36" W, a distance of 1194.22 feet; thence S 83°27'07" W, a distance of 13.59 feet to a point on the aforesaid Westerly line of East Nassau - Wildlight PDP 3 / POD 4 North; thence on said Westerly line, N 31°50'32" W, a distance of 14.50 feet to the Point of Beginning.

LSS-826

Recreation and/or Community Amenity Tract 2, containing 15.53 Acres, more or less, as shown on the Plat of East Nassau – Wildlight PDP 3 / POD 4 North, recorded in Official Records Book 2539, Pages 1789 through 1795, inclusive, in the Official Records of Nassau County, Florida.

LSS-784

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LSS-1091

F) Access Easement 4; containing 0.04 Acres, more or less

LSS-1080

G) Access Easement 5; containing 0.05 Acres, more or less

LSS-1092

Access Easement 6; containing 0.01 Acres, more or less

STATE OF FLORIDA
COUNTY OF NASSAU

LIEN AND POSSESSION AFFIDAVIT

BEFORE ME came in person, the undersigned affiant ("Affiant"), Vice President of WIDLIGHT LLC, a Delaware limited liability company ("Owner"), who, having been duly sworn and placed on oath, deposed and said as follows:

1. The facts recited herein are based on the Affiant's best knowledge and belief.
2. Owner holds a fee estate, encumbered by easement(s), reservation(s), grant(s) or lease(s) of record, in and to a parcel of land lying in Nassau County, Florida, and more particularly described upon EXHIBIT "A" attached hereto and by reference made a part hereof ("Property"). Owner is in possession of the Property and no other parties have any claim to possession of the Property.
3. No improvements or repairs have been made on the Property by or at the instance of Owner during three (3) months immediately preceding this date and Owner has no outstanding bills incurred for labor or materials used in making improvements or repairs on the Property or for services of architects, surveyors or engineers incurred in connection therewith, other than those services as have arisen under or by reason of the transaction to which this Affidavit relates and as will be discharged at closing or assumed by EAST NASSAU STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida ("ENSD").
4. There are no outstanding oral or written contracts, mortgages, claims, liens, special assessments, financing statements, leases or permits entered into by or on behalf of the Owner and relating to the Property which would survive the conveyance of the Property to ENSD and encumber the title ENSD receives, other than as appear of record upon the date hereof.
5. This Affidavit is made with the knowledge that the same may be used in connection with securing an owner's title insurance policy for ENSD.

AFFIANT:


John R. Campbell

Sworn to and subscribed before me by means of physical presence or online notarization this 27th day of February 2024, by John R. Campbell, who is personally known to me.



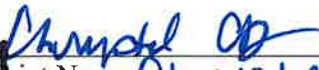

Print Name: Chrystal C Dietz
Notary Public, State of Florida
My Commission Expires: 9-29-27
Commission No.: HH 410826

EXHIBIT "A"

(Description of the Property)

Nassau County, Florida

LSS-839 containing 2.61 Acres

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curve having a radius of 134.14 feet and a central angle of 4°59'22"; thence on the arc of said curve, a distance of 11.68 feet, said arc being subtended by a chord which bears N 87°39'49" E, a distance of 11.68 feet to a point on the Easterly line of 110 foot Mobility Trail Easement 5 of East Nassau - Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida said point also being the Easterly Right of Way line of Florida Power & Light Company (110 foot Easement for Right of Way); thence departing said Southerly line and on said Easterly line, S 31°50'32" E, a distance of 929.95 feet to a point on Northerly line of Recreation and/or Community Amenity Tract 3 of the aforesaid East Nassau - Wildlight PDP 3 / POD 4 North; thence departing said Easterly line and on said Northerly line, S 56°16'55" W, a distance of 97.74 feet; thence departing said Northerly line, N 31°50'36" W, a distance of 1194.22 feet; thence S 83°27'07" W, a distance of 13.59 feet to a point on the aforesaid Westerly line of East Nassau - Wildlight PDP 3 / POD 4 North; thence on said Westerly line, N 31°50'32" W, a distance of 14.50 feet to the Point of Beginning.

LSS-826

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LSS-784

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LSS-1091

D) Access Easement 4; containing 0.04 Acres, more or less

LSS-1080

E) Access Easement 5; containing 0.05 Acres, more or less

LSS-1092

Access Easement 6; containing 0.01 Acres, more or less

DISTRICT ENGINEER'S CERTIFICATE

[WHISTLING DUCK PARK LANDSCAPE, IRRIGATION, RECREATIONAL SITE FURNISHING, FOUNTAIN AND RELATED PLUMBING, KAYAK PAVILION, BOARDWALK, DOCKS, MOBILITY TRAILS AND SIDEWALKS, PARKING AREA, DISCHARGE STRUCTURE AND DRAINAGE; AND FPL TRAIL AND CULVERTS]

FEBRUARY 27, 2024

Board of Supervisors
East Nassau Stewardship District

Re: East Nassau Stewardship District (Nassau County, Florida)
Acquisition of Landscape, Stormwater Management Facility and Recreation Improvements


Ladies and Gentlemen:

The undersigned is a representative of England-Thims & Miller, Inc. ("**District Engineer**"), as District Engineer for the East Nassau Stewardship District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Wildlight LLC ("**Developer**") of the landscape, stormwater management facility and recreation improvements ("**Improvements**"), as further described in **Exhibit A** attached hereto, all as more fully described in that certain Bill of Sale ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. A Representative of England-Thims & Millers, Inc. has reviewed observable portions of the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's Engineers Report for Wildlight Village Phase 2, dated February 18, 2021, Revised March 26, 2021, as supplemented by Supplemental Engineers Report for Series 2021 Project, Wildlight Village Phase 2, dated March 26, 2021 (together, the "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred to the District for operations and maintenance responsibilities (which transfers the Engineer consents to and ratifies).

6. Engineer further consents to any other partial or complete assignment, conveyance, or transfer of other work product, contracts, interests, rights or remedies associated with the Improvements or other matters contemplated in the Engineer's Report and required by the District in connection with the above referenced capital improvement plan, whether made prior to or after the execution of this Certificate.
7. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

FURTHER AFFIANT SAYETH NOT.



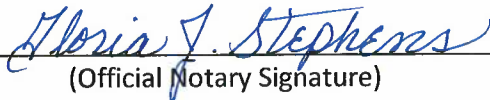
John Zachary Brecht, District Engineer
England-Thims & Miller, Inc.

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 27 day of February, 2024, by Zach Brecht, P.E., on behalf of England-Thims & Miller, Inc., who is personally known to me or who has produced _____ as identification, and did or did not take the oath.

GLORIA J. STEPHENS
Notary Public, State of Florida
My Comm. Expires 09/25/2025
Commission No. HH151695

[notary seal]



(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT A

[WHISTLING DUCK PARK LANDSCAPE, IRRIGATION, RECREATIONAL SITE FURNISHING, FOUNTAIN AND RELATED PLUMBING, KAYAK PAVILION, BOARDWALK, DOCKS, MOBILITY TRAILS AND SIDEWALKS, PARKING AREA, DISCHARGE STRUCTURE AND DRAINAGE; AND FPL TRAIL AND CULVERTS]

DESCRIPTION OF IMPROVEMENTS TO BE ACQUIRED (PORTIONS THAT WERE BUILT BY WILDLIGHT):

RECREATION/STORMWATER POND: completed portions of (i) all ponds/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures, catch-basins, publicly-owned pipes providing drainage, curb and gutter providing drainage for streets and right-of-ways, dry stormwater retention basins, if any, and related stormwater facilities; (ii) any and all recreational and/or community amenity improvements including park improvements, kayak launch, fishing dock, pavilion, park furnishings, water fountain, concrete and aggregate trails and parking areas; (iii) and any and all plants, trees, timber, shrubbery, and other landscaping and irrigation improvements for such recreational and stormwater facilities, all in and for the development East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

RECREATION AND/OR COMMUNITY AMENITY TRACT 2 (AKA WHISTLING DUCK POND), CONTAINING 15.53 ACRES, MORE OR LESS, AS SHOWN ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA.

ALSO INCLUDING

LANDSCAPE, PARKING LOT, MOBILITY TRAIL AND ACCESS EASEMENT TRACTS: All multi-use trail system infrastructure improvements, which include asphalt trails and stormwater culverts, and parking lot improvements constructed in and for the development of East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

FUTURE RIGHT OF WAY TRACT 1, CONTAINING 2.30 ACRES, MORE OR LESS, AS SHOWN AND DELINEATED ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED AS INSTRUMENT NO. 202245006046 IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA.

TOGETHER WITH:

ACCESS EASEMENTS 4, 5 AND 6, AS SHOWN ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA, with following acreages:

- a) Access Easement 4; containing 0.04 Acres, more or less
- b) Access Easement 5; containing 0.05 Acres, more or less

c) Access Easement 6; containing 0.01 Acres, more or less

TOGETHER WITH:

A PARCEL OF LAND, BEING A PORTION OF 110-FOOT MOBILITY TRAIL EASEMENT 5 (AKA FLORIDA POWER & LIGHT COMPANY EASEMENT) AND BEING A PORTION OF ACCESS EASEMENT 6, AND FUTURE RIGHT OF WAY TRACT 1, AS SHOWN ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA and being more particularly described as follows:

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feet to a point on the Easterly line of 110 foot Mobility Trail Easement 5 of East Nassau - Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida said point also being the Easterly Right of Way line of Florida Power & Light Company (110 foot Easement for Right of Way); thence departing said Southerly line and on said Easterly line, S 31°50'32" E, a distance of 929.95 feet to a point on Northerly line of Recreation and/or Community Amenity Tract 3 of the aforesaid East Nassau - Wildlight PDP 3 / POD 4 North; thence departing said Easterly line and on said Northerly line, S 56°16'55" W, a distance of 97.74 feet; thence departing said Northerly line, N 31°50'36" W, a distance of 1194.22 feet; thence S 83°27'07" W, a distance of 13.59 feet to a point on the aforesaid Westerly line of East Nassau - Wildlight PDP 3 / POD 4 North; thence on said Westerly line, N 31°50'32" W, a distance of 14.50 feet to the Point of Beginning.

DESCRIPTION OF ASSOCIATED WORK PRODUCT TO BE ACQUIRED:

Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the above-described improvements.

WARRANTY AND RELEASE OF RESTRICTIONS ON THE EAST NASSAU STEWARDSHIP DISTRICT'S RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS AND RELATED DOCUMENTS CREATED OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS

[WHISTLING DUCK PARK LANDSCAPE, IRRIGATION AND RECREATIONAL SITE FURNISHING]

THIS WARRANTY AND RELEASE is made the 23 day of February 2024, by **The Greenery of North Florida II, Inc.**, a South Carolina corporation, having offices located at 93 Arrow Road, Hilton Head Island, South Carolina 29928 ("**Professional**"), in favor of the **East Nassau Stewardship District** ("**District**"), which is a local unit of special-purpose government situated in Nassau County, Florida, and having offices located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 1. DESCRIPTION OF SCOPE OF SERVICES. Professional has provided work product in connection with the construction/installation of certain infrastructure improvements for Wildlight LLC, a landowner within the District ("**Landowner**"). An outline of the scope of services provided by Professional is attached as **Exhibit A** ("**Work Product**").

SECTION 2. USE OF WORK PRODUCT. Professional acknowledges that the Landowner may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product.


SECTION 3. WARRANTY. Professional hereby expressly guarantees that the Work Product identified in **Exhibit A** is fit for purposes for which it is intended. This expressed warranty shall not serve to eliminate any responsibility of Professional for the Work Product under Florida Statutes or case law, or to exclude any implied warranties and responsibilities.

SECTION 4. RELEASES. Premised upon the District's agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for any and all purposes, including the purposes for which it is intended. Professional hereby affirmatively agrees that the Work Product identified in **Exhibit A** is free of all claims, security agreement, encumbrances or liens.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit A** and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Landowner and/or the District for the Work Product identified in **Exhibit A**.

SECTION 6. EFFECTIVE DATE. This Warranty and Release shall take effect upon execution.

WITNESSES



Julia Chardas

[print name]

THE GREENERY OF NORTH FLORIDA II, INC.

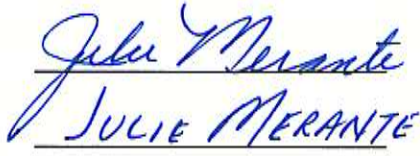


Signature

Rick Sotrapoulos

Print Name

Its: *DIZ of Construction*



JULIE MERANTE

[print name]

EXHIBIT A

[WHISTLING DUCK PARK LANDSCAPE, IRRIGATION AND RECREATIONAL SITE FURNISHING]

As-builts for the following Whistling Duck Park Landscape, Irrigation and Recreational Site Furnishing improvements constructed pursuant to that Construction Agreement Cost Plus with Guaranteed Maximum Price (Project Number CN-22-00027), dated December 22, 2022, by and between Wildlight LLC and The Greenery of North Florida II, Inc., as summarized below:

Park furnishings and any and all plants, trees, timber, shrubbery, and other landscaping and irrigation improvements for Whistling Duck Pond recreational and stormwater facilities, all in and for the development East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

RECREATION AND/OR COMMUNITY AMENITY TRACT 2, CONTAINING 15.53 ACRES, MORE OR LESS, AS SHOWN ON THE PLAT OF EAST NASSAU – WIDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA.

WARRANTY AND RELEASE OF RESTRICTIONS ON THE EAST NASSAU STEWARDSHIP DISTRICT'S RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS AND RELATED DOCUMENTS CREATED OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS

[WHISTLING DUCK WATER FOUNTAIN AND KAYAK PAVILION]

THIS WARRANTY AND RELEASE is made the 26th day of February 2024, by **Smith McKee Construction, LLC**, a Florida limited liability company, having offices located at 417 3273 Oak Street, Jacksonville, Florida 32205 ("**Professional**"), in favor of the **East Nassau Stewardship District** ("**District**"), which is a local unit of special-purpose government situated in Nassau County, Florida, and having offices located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 1. DESCRIPTION OF SCOPE OF SERVICES. Professional has provided work product in connection with the construction/installation of certain infrastructure improvements for Wildlight LLC, a landowner within the District ("**Landowner**"). An outline of the scope of services provided by Professional is attached as **Exhibit A** ("**Work Product**").

SECTION 2. USE OF WORK PRODUCT. Professional acknowledges that the Landowner may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product.

SECTION 3. WARRANTY. Professional hereby expressly guarantees that the Work Product identified in **Exhibit A** is fit for purposes for which it is intended. This expressed warranty shall not serve to eliminate any responsibility of Professional for the Work Product under Florida Statutes or case law, or to exclude any implied warranties and responsibilities.

SECTION 4. RELEASES. Premised upon the District's agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for any and all purposes, including the purposes for which it is intended. Professional hereby affirmatively agrees that the Work Product identified in **Exhibit A** is free of all claims, security agreement, encumbrances or liens.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit A** and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Landowner and/or the District for the Work Product identified in **Exhibit A**.

SECTION 6. EFFECTIVE DATE. This Warranty and Release shall take effect upon execution.

WITNESSES



Mike Lablinsky
[print name]



Helene Sharma
[print name]

SMITH MCKEE CONSTRUCTION, LLC



Signature
David Smith
Print Name

Its: President

EXHIBIT A

[WHISTLING DUCK WATER FOUNTAIN AND KAYAK PAVILION]

As-builts for the following improvements constructed pursuant to that Construction Agreement Cost Plus with Guaranteed Maximum Price (Project Number CN-22-00113), dated November 30, 2022, by and between Wildlight LLC and Smith McKee Construction, LLC, as summarized below:

Ponds/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures, catch-basins, publicly-owned pipes providing drainage, curb and gutter providing drainage for streets and right-of-ways, dry stormwater retention basins, if any, and related stormwater facilities; (ii) any and all recreational and/or community amenity improvements including park improvements, kayak launch, fishing dock, pavilion, all in and for the development East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

RECREATION AND/OR COMMUNITY AMENITY TRACT 2, CONTAINING 15.53 ACRES, MORE OR LESS, AS SHOWN ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA.

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS AND
THE RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE
CONSTRUCTION OF SAME**

[WHISTLING DUCK PARK LANDSCAPE, IRRIGATION AND RECREATIONAL SITE FURNISHING]

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the 23 day of February, 2024, by **The Greenery of North Florida II, Inc.**, a South Carolina corporation, having offices located at 93 Arrow Road, Hilton Head Island, South Carolina 29928 ("**Contractor**"), in favor of the **East Nassau Stewardship District** ("**District**"), which is a local unit of special-purpose government situated in Nassau County, Florida, and having offices located c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 1. DESCRIPTION OF CONTRACTOR'S SERVICES. Contractor has provided construction services as general contractor in connection with the construction of certain infrastructure improvements (the "**Improvements**"), identified in **Exhibit A**, for Wildlight LLC, a Delaware limited liability company, a developer of lands within the District (the "**Developer**"). A copy of the contract for the construction of said Improvements is attached as **Exhibit B** ("**Construction Contract**").

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements, constructed by Contractor in connection with the Construction Contract attached as **Exhibit A**, from Developer, and thereby securing the unrestricted right to rely upon the terms of the Construction Contract for same.


SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Construction Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements identified in **Exhibits A and B** because of any act or omission of, whether caused in whole or in part by, Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements, except for the punch list items and associated retainage, if any, which shall be paid by the Developer. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in **Exhibit B**.

SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST




Julia Chavelas

[print name]

THE GREENERY OF NORTH FLORIDA II, INC.,
A South Carolina corporation

Rick Sotiropoulos

By: 

Its: *D.R. of Construction*

Julie Merante

JULIE MERANTE

[print name]

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS & ACQUISITION COST

Whistling Duck Park Landscape, Irrigation and Recreational Site Furnishing constructed pursuant to that Construction Agreement Cost Plus with Guaranteed Maximum Price (Project Number CN-22-00027), dated December 22, 2022, by and between Wildlight LLC and The Greenery of North Florida II, Inc., as more particularly described below:

Park furnishings and any and all plants, trees, timber, shrubbery, and other landscaping and irrigation improvements for Whistling Duck Pond recreational and stormwater facilities, all in and for the development East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

RECREATION AND/OR COMMUNITY AMENITY TRACT 2, CONTAINING 15.53 ACRES, MORE OR LESS, AS SHOWN ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA.

EXHIBIT B

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

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**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

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CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

PROJECT NAME: Wildlight 4B & 8A Amenity Landscape & Irrigation; **PROJECT NUMBER:** CN-22-00027 ("Project")

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into this 20th day of December, 2022 by and between the Parties identified as Owner and Contractor in the "**Key Business Terms**," attached to the Agreement as **Exhibit "A"** and incorporated herein by reference. The Project is located at the Site and Property identified in the Key Business Terms.

NOW, THEREFORE, Owner and Contractor, for the premises, the consideration set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. ENTIRE AGREEMENT

- 1.1 This Agreement evidences the entire, integrated agreement between Owner and Contractor with respect to the Work herein. This Agreement supersedes all prior and contemporaneous written and oral agreements, statements, representations, promises, inducements, and understandings of any type or nature between the Parties. In no event will the Parties be bound by or be liable to each other for any such agreements, statements, representations, promises, inducements, or understandings of any type or nature, except as may be expressly set forth herein. Contractor may accept this Agreement by signing on the signature page or by commencing performance of any of its obligations herein, whichever occurs first.
- 1.2 **NO CHANGES TO THE WORK, AMENDMENTS OR MODIFICATIONS OF THIS AGREEMENT SHALL BE VALID OR ENFORCEABLE FOR ANY PURPOSE, UNLESS AND UNTIL SUCH CHANGES TO THE WOK, AMENDMENTS, OR MODIFICATIONS ARE SET FORTH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF OWNER. NO PERSON ACTING FOR OR ON BEHALF OF OWNER WILL HAVE AUTHORITY TO BIND OWNER OR TO OTHERWISE WAIVE OR MODIFY THE REQUIREMENT HEREIN THAT ALL CHANGES TO THE WORK, AMENDMENTS, AND MODIFICATIONS TO THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF OWNER.**
- 1.3 Before signing this Agreement, and on an annual basis thereafter, Contractor will provide Owner with a copy of the following documents:
 - a. Evidence that Contractor's business and all applicable contractor, trade, and professional licenses for the State in which the Project is located are effective and in good standing;
 - b. Evidence that Contractor has sufficient financial resources available to meet its unperformed obligations under the Contract Documents, including but not limited to Contractor's most current financial statement certified by either Contractor's CFO or a licensed CPA in the State where the Project is located;
 - c. Contractor's list of pending and completed projects; and
 - d. Contractor's certificate of insurance evidencing that all required insurance remains in place;

2. THE WORK

- 2.1 Contractor shall fully perform and complete all Work required by the Contract Documents enumerated in Article 3 within the Contract Time. The "Work" consists of the totality of Contractor's obligations under the Contract Documents, including, without limitation, Contractor's obligation to procure, furnish, install, fabricate, or otherwise provide all labor, supervision, services, materials, equipment, supplies, tools, and plant necessary to fully perform, complete, and make operational all the construction indicated in or reasonably inferred by the Contract Documents.
- 2.2 Contractor warrants and represents to Owner that, in executing this Agreement and undertaking the Work:
 - 2.2.1 Contractor has not relied upon any oral inducement or representation by Owner, Design Professional, or any of their employees, officers, consultants, representatives, or agents as to the scope, nature, character, magnitude, or condition of the Work, Project, or Property; and

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CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

- 2.2.2 Contractor has brought to Owner's and Design Professional's attention in writing all known errors, omissions, ambiguities, and discrepancies in the Contract Documents, and that such errors, omissions, ambiguities, and discrepancies in the Contract Documents have been clarified to Contractor's satisfaction, such that the Contract Documents contain all items necessary for the proper execution and completion of the Work by the Contractor within the Contract Time.

3 THE CONTRACT DOCUMENTS

3.1 The Contract Documents consist of:

- 3.1.1 Amendments to the Agreement signed by authorized representatives of the Parties contemporaneous with or after they sign the Agreement;
- 3.1.2 Change Orders signed by authorized representatives of the Parties contemporaneous with or after they sign the Agreement;
- 3.1.3 Exhibit A - the Key Business Terms;
- 3.1.4 The Agreement, including the following documents, which are incorporated herein by reference
 - Exhibit "B" - the Property Description
 - Exhibit "C" - the Plans and Specifications List
 - Exhibit "D" - Contractor's insurance requirements
 - Exhibit "E" - Contractor's unit prices, pricing index, and allowances (as applicable)
 - Exhibit "F" - Construction Schedule
 - Exhibit "G" - Draw Schedule
 - Exhibit "H" - Schedule of Values
- 3.1.5 The Plans and Specifications identified in the Plans and Specifications List.
- 3.1.6 Other Contract Documents, if any, identified in Section 3.1.6 of the Key Business Terms

3.2 In the event of an inconsistency, conflict or ambiguity between the various Contract Documents, the Contract Documents will govern in the order listed above

3.3 In the event of any inconsistency, conflict or ambiguity within a particular Contract Document or between the Plans and Specifications, the choice that has the highest cost, best quality, greatest quantity, or most complete performance, as determined by Owner, within will govern.

3.4 Contractor will use and complete the following forms attached to the Agreement as exhibits:

- Exhibit "I" - Contractor's signed Internal Revenue Service Form W-9
- Exhibit "J" - Application for Payment form
- Exhibit "K" - Unconditional Waiver and Release of Lien form
- Exhibit "L" - Waiver and Release upon Progress Payment form
- Exhibit "M" - Contractor's Progress Payment Affidavit
- Exhibit "N" - Waiver and Release of Lien upon Final Payment form
- Exhibit "O" - Contractor's final affidavit form
- Exhibit "P" - Change Order form
- Exhibit "Q" - Field Directive form

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

3.5 The Contract Documents are complementary. Work required by one Contract Document is required by all Contract Documents. The Work also includes items not expressly shown in the Contract Documents, but routinely provided by experienced contractors performing work of the same general scope, magnitude, and quality as the Work required to achieve the construction results indicated in the Contract Documents.

4 PLANS, SPECIFICATIONS AND PROJECT MANUAL

4.1 Promptly after signing the Agreement, the Parties and Design Professional will initial four (4) sets of the Plans and Specifications (the "Master Set"), which will govern in all matters which arise with respect to the Plans and Specifications.

5 CONTRACT PRICE

5.1 Owner will pay Contractor the Cost of the Work that Contractor pays or is obligated to pay and will pay to subcontractors, suppliers, and vendors promptly upon receipt of payment from Owner, plus the "Contractor's Fee" set forth in Section 5.1 of the "Key Business Terms." The sum of the Cost of the Work, plus Contractor's Fee equals the Contract Price ("Contract Price"). In no event will Owner be obligated to pay Contractor for any portion of the Contract Price that exceeds the Guaranteed Maximum Price set forth in Section 5.1 of the Key Business Terms, as may be adjusted only in strict conformance with Section 23 of this Agreement.

5.2 The Cost of the Work means those costs reasonably and necessarily incurred by Contractor in good faith in the proper and timely performance of the Work. Contractor is a fiduciary to Owner with respect to incurring costs and expenses that comprise the Cost of the Work. The Cost of the Work will be at rates not higher than the standard rates paid for like labor, materials, services, equipment, and suppliers in the general location of the Project, except with the prior written consent of Owner. The Cost of the Work shall include only the items expressly set forth in this Section, without duplication, or otherwise identified as a reimbursable cost in this Agreement.

5.2.1 Labor Costs: Actual wages of construction workers directly employed by Contractor to perform the Work at the Site, or, with the Owner's consent, at off-Site work locations.

5.2.2 Staff Costs: Actual wages or salaries of Contractor's supervisory, management, and administrative personnel assigned to the Site and performing tasks related to the Work.

5.2.3 Costs paid or incurred by Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions (excluding merit bonuses and profit sharing), provided such costs are based on wages and salaries included in the Cost of the Work under subsections 5.2.1 and 5.2.2 above.

5.2.4 Subcontractor Costs – Payments made by the Contractor or that will, upon receipt of payment from Owner, be paid to subcontractors in conformance with the requirements of an applicable subcontract agreement entered into in furtherance of this Agreement.

5.2.5 Costs of Materials and Equipment Incorporated in the Completed Construction – Costs, including the purchase price, transportation, delivery, and storage of materials and equipment that will be incorporated into the completed construction.

5.2.6 Costs of other Materials and Equipment, Temporary Facilities and Related Items – Costs, including the purchase price, transportation, delivery, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, which are provided by the Contractor at the Site and used in the performance of the Work; less salvage value on any such items not fully consumed, whether sold to others or retained by Contractor.

5.2.7 Miscellaneous Costs:

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

- 5.2.7.1 That portion of the premiums paid by Contractor directly attributable to (1) Contractor's purchase of insurance required by the Contract Documents, and (2) Contractor's purchase of payment, performance, and lien transfer bonds, if required by the Contract Documents.
 - 5.2.7.2 Sales, use, and similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable.
 - 5.2.7.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents or the Applicable Laws to procure.
 - 5.2.7.4 Other costs incurred in the proper and timely performance of the Work if, and to the extent pre-approved by Owner, in writing.
 - 5.2.7.5 Costs incurred by Contractor in taking reasonable actions before or during an emergency to protect the health, safety, and welfare of persons and property or to prevent or mitigate damage, injury, or loss to the Work; but only if and to the extent that the emergency is not caused by or was capable of being prevented by Contractor or any of its subcontractors, suppliers, or vendors, or anyone for whom any of them are responsible.
- 5.3 The Cost of the Work excludes:
- 5.3.1 Expenses of Contractor's principal offices and offices other than the Site office, including the wages and salaries and other compensation of Contractor's personnel stationed at any such offices, other than Site office, unless expressly identified section 5.4.1 of the **Key Business Terms**, or as otherwise approved by Owner in writing and then only to the extent that such personnel are providing services exclusively for the benefit of Owner and the Project.
 - 5.3.2 Overhead and general expenses, except as expressly included in this agreement.
 - 5.3.3 Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.
 - 5.3.4 Costs due to the negligence, willful misconduct, fault, or failure to comply with the requirements of the Contract Documents by Contractor, or any of its subcontractors, suppliers, or vendors, or by anyone directly or indirectly employed by any of them, or for whom any of them may be liable, including but not limited to cost to correct damaged, defective, or nonconforming Work, dispose and replace materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Work, other than routine and customary punchlist items.
 - 5.3.5 Any cost not specifically and expressly described in this agreement.
 - 5.3.6 Costs which would cause the Guaranteed Maximum Price, if any, to be exceeded.

6 PAYMENT AND PERFORMANCE BONDS

- 6.1 If required by Section 6.1 of the **Key Business Terms**, Contractor will provide Owner with performance and payment bonds (the "Bonds") with penal sums equal to the GMP with the signing of the Agreement on forms acceptable to Owner. The Bonds will be signed by Contractor, as principal, and a reputable commercial surety, as surety. The surety will be licensed by the Insurance Commissioner for the State of Florida, and it will have an A.M. Best Rating of not less than "A-". In no event will Owner be responsible for directly or indirectly reimbursing Contractor for subcontractor default, or SubGuard insurance, if a Contractor performance bond is provided.
- 6.2 The Bonds will expressly waive notice to the surety of all Changes to the Work; provided, however, Contractor will obtain the surety's written consent to each Change to the Work if and when the net aggregate value of all Changes to the Work equals or exceeds twenty percent (20%) more than the original GMP. Contractor's pricing

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

of Changes to the Work may include a separate markup for the Bonds equal to the actual premium that Contractor pays to increase the penal sum for such Bonds to account for Changes to the Work, less any discounts or rebates available to Contractor, regardless of when such discounts or rebates are issued.

- 6.3 The performance Bond will incorporate the terms and conditions of the Contract Documents and guarantee to Owner and any dual obligee(s) identified by Owner, the full and timely performance of all of Contractor's obligations under the Contract Documents, including without limitation, Contractor's warranty obligations and Contractor's obligations with respect to liquidated and actual delay damages. The performance Bond will remain in full force and effect through the applicable statute of limitations period.
- 6.4 The payment Bond will be unconditional and comply with the requirements of Fla. Stat. §713.23 to exempt the Property from all claims of lien and liens recorded by potential lienors contracting directly or indirectly with or through Contractor. In no event will a conditional payment bond be acceptable. Contractor will furnish a true copy of the payment bond to any subcontractor, supplier, or vendor of any tier who requests a copy of the payment bond from Contractor or the Surety.

7 CONTRACT TIME

- 7.1 **TIME IS OF THE ESSENCE AS TO CONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT.** All time is based upon calendar days, unless expressly indicated otherwise.
- 7.2 **Notice of Commencement:** No more than ninety (90) days before Contractor physically commences Work at the Site, Contractor, as Owner's authorized agent for purposes of carrying out the obligations herein, will file in the public records for the County where the Project is located a Notice of Commencement that conforms in all respects with the requirements of Fla. Stat. Code § 713.13 and provides an expiration date no earlier than ninety (90) days after the Substantial Completion Date.
- 7.2.1 In the event that a payment bond is required by Section 6.1 of the **Key Business Terms**, the Notice of Commencement will attach a true and correct copy of such payment bond.
- 7.2.2 Within two business days of filing the Notice of Commencement, Contractor will deliver to Owner a true and correct copy of the Notice of Commencement stamped by the clerk of the court's office as "filed."
- 7.2.3 Contractor will post either a certified copy of the Notice of Commencement or a notarized statement that the Notice of Commencement has been filed for recording along with a copy thereof in a conspicuous location at the Site.
- 7.2.4 In the event that Owner terminates this Agreement for cause, or Contractor abandons the Work, the surety will be responsible for re-filing the Notice of Commencement and meeting the requirements of this Section 7.2 before recommencing performance of the Work.
- 7.3 **Commencement of Work:** The Contractor shall commence the Work within ten (10) calendar days after the Commencement Date set forth in Section 7.3 of the **Key Business Terms**. In no event will Contractor commence Work before the Commencement Date.
- 7.4 **Milestones:** The Contractor will achieve the milestones no later than the applicable dates or times indicated in Section 7.4 of the **Key Business Terms**, as may be adjusted only in strict conformance with the Article 23 of the Agreement.
- 7.5 **Contract Time:** The Contractor will achieve Substantial Completion (as hereinafter defined) of the entire Work no later than the expiration of the Contract Time set forth in Section 7.5 of the **Key Business Terms**, as may be adjusted only in strict conformance with the Article 23 of the Agreement.
- 7.6 **Final Completion Date:** The Contractor will achieve Final Completion (as hereinafter defined) of the Work within the time required by the Certificate of Substantial Completion of the entire Work (the "Final Completion Date"),

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unless Contractor requests and Owner grants, in its sole discretion, a time extension to the Final Completion Date for good cause shown.

8 PERMITS AND LICENSES

- 8.1 Owner will procure and pay for all performance, maintenance, and warranty bonds, if any, required by the municipality or County in which the Project is located, or by any other public entities with jurisdiction over the Project, or any public or private utilities. Contractor will cooperate with and assist Owner by providing all the information, certificates, acknowledgements, notices, and materials (including without limitation as-built drawings and inspection reports and certifications) required by Owner to prepare and submit the bond applications and to subsequently obtain a discharge of such bonds.
- 8.2 Contractor will procure and pay for all building, ground-breaking, demolition, street closing, and other similar permits, certificates, and approvals related to the Work that are commonly procured by contractors in the general vicinity of the Project.
- 8.3 Contractor represents and warrants that it and all of its subcontractors are authorized, qualified, and, to the extent required by the Applicable Laws (as defined below), licensed and in good standing to perform the Work in accordance with all applicable requirements of all federal, state, and local governmental entities, agencies, and utilities having jurisdictions over this Project.

9 MATERIALLY DIFFERING SITE CONDITIONS

- 9.1 Contractor acknowledges that it either visited the Site or that it had a reasonable opportunity to visit the Site, for the purpose of conducting a reasonable inspection of the physical conditions of Site before entering into this Agreement. Contractor further acknowledges that it either carefully reviewed or that it had a reasonable opportunity to carefully review the geotechnical report for the Site, if any, and all other information provided to or available to Contractor in relation the Site. Contractor's failure to acquaint itself with all reasonably discoverable physical conditions of the Site will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing its obligations under this Agreement based upon those conditions that would have been discovered upon a reasonable inspection of the Site and a careful review of all information provided to Contractor or available to Contractor.
- 9.2 Contractor will immediately stop all Work in the affected area in the event that Contractor encounters conditions in the performance of the Work that are unknown, undiscoverable upon a reasonable inspection, and subsurface, latent, or otherwise concealed physical conditions (1) which differ materially from those physical conditions affirmatively indicated in the Contract Documents, or (2) which are both unusual and differ materially from those physical conditions ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. Contractor will provide written notice to Owner within two (2) days of the first discovery of the conditions by Contractor or anyone for whom it is responsible, and in any event, before such conditions are disturbed from the conditions existing immediately after discovery. Contractor will not resume performing Work in the affected area, until Owner investigates the conditions and directs Contractor in writing to resume Work in the affected areas. Owner will, as promptly as practicable, investigate such conditions. Owner will issue a Change Order to adjust the Contract Price or Contract Time accordingly if it determines that such conditions are materially different site conditions under this Section to the extent that such conditions cannot be avoided or mitigated and will cause Contractor to incur an increase or decrease in the direct Cost of the Work or the Contract Time or both. In no other event will Owner be liable to Contractor for an adjustment to either the GMP or the Contract Time based upon physical conditions of the Site. Contractor waives any Claim that it could otherwise make for an increase to the GMP or Contract Time or both due to Contractor's failure to strictly comply with this Article 9 or due to Contractor's failure to identify conditions pursuant to Section 9.1, which are a basis for the request for an adjustment to the GMP or Contract Time or both.

10 CONFIDENTIALITY

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- 10.1 Contractor acknowledges that all data, plans, processes, methods, techniques and other information or materials furnished or made available to Contractor by Owner, are owned, as between Owner and Contractor, exclusively by Owner. Contractor further acknowledges and agrees that any such information or materials which are not available to the public at large (collectively, "Confidential Information") shall for all purposes be regarded by Contractor and its subcontractors, suppliers, and vendors, and the employees, agents, and representatives of any of them, as strictly confidential. The existence of this Agreement and Owner's retention of Contractor will also constitute Confidential Information. Confidential Information may be disclosed in documentary or other tangible form, electronically, orally or by visual inspection. Except as required in the performance of the Work, neither Contractor nor any of its subcontractors, suppliers, or vendors, or the employees, agents or representatives of any of them, will redistribute, market, publish, disclose or divulge to any other person, firm or corporation, or use or modify for use, directly or indirectly in any way for anyone, any such Confidential Information, without the express prior written consent of Owner.
- 10.2 Contractor's obligations under this Section 10 with regard to Confidential Information shall be in effect at all times during the performance of the Work and shall continue: (i) with regard to each item of Confidential Information which constitutes a trade secret under the Applicable Laws, for such time as such item shall continue to constitute a trade secret under the Applicable Laws; and (ii) with regard to each item of Confidential Information other than trade secrets, for a period of three (3) years following return of such item to Owner.
- 10.3 Information shall not constitute Confidential Information which (i) was known to Contractor prior to the date of disclosure by Owner as evidenced by Contractor's written records; (ii) is in or becomes in the public domain by reason other than a breach of this Covenant; or (iii) legally comes into Contractor's possession without an obligation of confidentiality through channels independent of Contractor.
- 10.4 The terms and covenants of this Section 10 will survive expiration or termination of this Agreement. Upon such expiration or termination, Contractor agrees to immediately return to Owner any and all tangible or written expressions of all Confidential Information or proprietary information of Owner in the possession of Contractor or any of its employees or agents.

11 NO PROMOTION

- 11.1 Contractor shall acquire no right under this Contract to use, and shall not use, the name, logo, or any mark of Owner, or those of Owner's parent, affiliates, divisions and subsidiaries, any division or project of Owner, in any of Contractor's advertising, publicity, or promotion to express or imply any endorsement by Owner of Contractor's Work or in any other manner whatsoever without Owner's prior written consent, which may be withheld in Owner's sole discretion. Contractor will not use photographs or depictions of the Project or any other portions of Owner's development for advertising or promotional purposes, and Contractor will not advertise or promote itself as being involved in the Project without Owner's prior written permission in Owner's sole discretion.

12 SUBSTANTIAL COMPLETION

- 12.1 Unless provided for otherwise in Section 12.1 of **the Key Business Terms**, Contractor will achieve substantial completion of the entire Work ("Substantial Completion") when the work is complete except for minor punch list items and available for Owner's beneficial occupancy and use for its intended purpose.
- 12.2 In no event will Substantial Completion occur until all applicable governmental agencies having jurisdiction over the Work have issued either an unconditional Certificate of Completion or unconditional Certificate of Occupancy with respect to the Work or the equivalent, including landscaping and common areas (as applicable), unless withheld due solely to causes beyond the control or fault of Contractor. Notwithstanding anything to the contrary contained herein, Contractor shall be responsible for obtaining the unconditional Certificate of Completion or unconditional Certificate of Occupancy or the equivalent (whichever is applicable) with respect to the Work, unless withheld due solely to causes beyond the control or fault of Contractor. Owner shall comply with all of its obligations required by the issuing authority in order to enable the Contractor to obtain such Certificate(s).

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13 LIQUIDATED DAMAGES

13.1 Contractor acknowledges that Owner will be severely damaged in the event that Contractor fails to achieve Substantial Completion within the Contract Time. Owner's damages may include, without limitation, lost revenues, profits, rent, and income, and additional and extended costs for contract administration, financing, insurance, rental, storage, and relocation. Contractor will be liable to Owner for Liquidated Damages if applicable to this Agreement, as indicated in Section 13.1 of the **Key Business Terms**.

14 ACCEPTANCE OF WORK

14.1 Contractor will schedule all final inspections required by governing authorities with jurisdiction and utilities.

14.2 Contractor will prepare a proposed detailed punchlist identifying all Work known by Contractor or its subcontractors to be incomplete, defective, or non-conforming, which Contractor will provide to Owner in both a physical and an electronic form with Contractor's written notice when Contractor considers the entire Work to have achieved Substantial Completion. Contractor will prepare and provide Owner with a similar proposed detailed punchlist and written notice if and to the extent that Owner agrees in writing, in its sole discretion, to accept Substantial Completion of a portion or a phase of the Work in advance of Substantial Completion of the entire Work.

14.3 Owner and Design Professional or a designated consultant, will inspect the Work after Contractor's completion of its obligations under Article 14.2, to determine if Contractor achieved Substantial Completion. Owner will notify Contractor of Owner's determination as follows:

14.3.1 In the event Owner determines that Contractor has not achieved Substantial Completion, Owner's notice to Contractor will identify all incomplete, non-conforming, and defective Work that precludes Substantial Completion. Contractor will promptly complete and correct all such Work before providing a renewed notice under this section.

14.3.2 In the event Owner determines that Contractor achieved Substantial Completion, Owner's notice will either approve Contractor's proposed punchlist or include a revised comprehensive punchlist, which will include all Work known at that time by Contractor and its subcontractors, Owner, and Design Professional to be incomplete, defective, or non-conforming (the "Punchlist").

14.4 Contractor will employ a dedicated punchlist crew, whose sole responsibility will be to promptly and diligently commence and complete and correct all items on the Punchlist. Failure to include an item on the Punchlist will not alter Contractor's responsibility to promptly and diligently complete and correct all Work so that it conforms to the Contract Documents, nor preclude Contractor, Owner, Design Professional, or any person designated by Owner from supplementing the Punchlist any time before Final Completion.

14.5 All workmanship and materials provided by Contractor shall be subject to the approval of the Owner, the Design Professional, and the governmental agencies and utilities that are responsible for inspecting and/or accepting the Work. In no event will Owner's approval of the Work be considered acceptance of any incomplete, defective, or non-conforming Work that is not expressly identified with particularity and accepted by Owner in a written Change Order signed by an authorized representative of Owner.

14.6 Contractor will notify Owner in writing when Contractor has completed all items on the Punchlist. Owner and Design Professional or a designated consultant, will inspect the Work thereafter to determine if Contractor achieved Final Completion. Owner will notify Contractor of Owner's determination. In the event Owner determines that Contractor has not achieved Final Completion, Owner's notice to Contractor will identify all items on the Punchlist that preclude Final Completion. Contractor will promptly complete and correct all such items before providing a renewed notice under this section.

15 EXTENSION OF TIME

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- 15.1 Contractor may be entitled to an extension of the Contract Time in the event of delay to the planned critical path activities on the then most current update to the Construction Schedule due solely to Owner ordered Changes to the Work; Owner ordered Suspension; any acts or omissions of Owner or Design Professional, or any employee, consultant, representative, or agent of any of them; a Force Majeure Event (as defined in Section 15.5); an Abnormal Adverse Weather Conditions (as defined in Section 15.4); a Differing Site Condition; or other causes that are beyond the control and without the fault or negligence of Contractor or any of its subcontractors, suppliers, or vendors of any tier, or any of the employees, consultants, representatives, or agents of any of them.
- 15.2 Contractor will only be entitled to a time extension under Section 15.1 if and to the extent that it provides Owner with written notice of the existence of the delay and written submission of the following information within the time periods set forth in Sections 15.3 or 15.4, as applicable:
- 15.2.1 Nature of the delay
 - 15.2.2 Cause of the delay;
 - 15.2.3 Date that the delay first started;
 - 15.2.4 Actual or estimated length of the delay;
 - 15.2.5 A copy of the most current update to the Construction Schedule that immediately preceded the start of the delay;
 - 15.2.6 Identification of the specific critical path activities on the then current update to the Construction Schedule impacted by the delay; and
 - 15.2.7 Recommended actions to avoid or minimize the effects of the delay.
- Contractor acknowledges that Owner will be prejudiced by Contractor's failure to provide both the written notice and the written submission of such information within the time periods set forth above. Contractor's failure to provide such written notice and information within the times indicated will waive any claim that Contractor could otherwise make for a time extension due to such delay.
- 15.3 Other than a claim for a time extension due to an Abnormal Adverse Weather Condition, Contractor will provide Owner with (1) written notice of the existence of the delay within seventy-two (72) hours after the start of the delay, and (2) written submission of the information required by Section 15.2 within seven (7) days after the start of the delay.
- 15.4 An Abnormal Adverse Weather Condition occurs when the adverse weather conditions actually occurring at the Site for a particular calendar month are more severe than the adverse weather conditions that occurred at the National Oceanic and Atmospheric Administration's weather reporting station closest to the Site for the same calendar month during the previous ten (10) year period ("Abnormal Adverse Weather Condition"). To make a claim for a time extension due to Abnormal Adverse Weather Conditions, Contractor must provide Owner with (1) written notice of such claim within three (3) days of the date that the adverse weather conditions became abnormal, and (2) written submission of the information required by Section 15.2, along with (i) Contractor's daily reports documenting the actual weather conditions at the Site and (ii) the weather records of the National Oceanic and Atmospheric Administration's weather reporting station closest to the Site for the same calendar month during the previous ten (10) year period, within seven (7) days after the end of the month during which the Abnormal Adverse Weather Conditions occurred. Adverse weather conditions which do not meet the criteria set forth herein will not be cause for a time extension.
- 15.5 A force majeure event occurs when there is a delay to the planned critical path activities on the then most current update to the Construction Schedule due solely to fire, flood, landslide, sinkhole, hurricane, tornado or other unanticipated act of God, malicious mischief, theft, strike or lockout (other than by workers on this Project), national or regional shortages of material, or war, injunction, unusual delays in approval by a governing authority with jurisdiction, or other unanticipated act of Governmental; provided Contractor and its

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subcontractors, suppliers, and vendors of any tier, and the employees, consultants, representatives, agents of any of them, did not cause or contribute to such event, and Contractor and its subcontractors, suppliers, and vendors of any tier, and the employees, consultants, representatives, agents of any of them use best efforts to timely avoid or mitigate the effects of such event ("Force Majeure Event").

- 15.6 Contractor will not be entitled to an increase in the GMP or any additional compensation from Owner and hereby waives any claim due to delay from any cause whatsoever, other than a delay caused solely by an Owner ordered Change to the Work or Owner ordered Suspension of the Work for reasons not wholly or partly attributable to Contractor, including without limitation additional compensation due to additional direct costs, extended or additional general conditions costs, lost profits, Site office overhead and expenses, home office overhead and expenses, and any other economic loss that Contractor may incur by reason of such delay. Contractor's right to a time extension will be Contractor's sole remedy in the event of a delay, other than a delay due solely to an Owner ordered Change to the Work or an Owner directed Suspension of the Work.

16 APPLICATION FOR PAYMENTS AND PROCEDURES

16.1 Before signing the Agreement

16.1.1 Contractor and Owner jointly prepared the "Draw Schedule", which is attached to this Agreement as **Exhibit "G"** (the "Draw Schedule"), as an estimate of the anticipated monthly draw amounts that Contractor will request from Owner during the progress of the Work.

16.1.2 Contractor prepared the "Schedule of Values" attached to this Agreement as **Exhibit "H"** (the "Schedule of Values"), which Contractor represents to Owner is a true and accurate accounting of the Cost of the Work broken down to discrete work activities for each discrete trade. Upon Owner's written request, Contractor will provide Owner with documents substantiating the accuracy of the Schedule of Values.

16.2 Owner may use the Draw Schedule and the Schedule of Values as a basis for reviewing and paying Contractor's Applications for Payment of a progress or final payment; provided, however, in no event will Owner be obligated to pay Contractor more than the GMP or the actual Cost of the Work incurred by Contractor through the last day upon which the Application for Payment is based.

16.3 On a monthly basis, Contractor may submit an "Application for Payment" to Owner for a progress payment in the form attached hereto as **Exhibit "I"** (the "Application for Payment"), along with all other information and documents required by Section 16.6 or otherwise requested by Owner to substantiate Contractor's right to a progress payment, on or before the twenty-fifth (25th) day of the calendar month (the "Application Date") for materials properly stored and Work properly completed during the one month period commencing on the first (1st) day of the month and reasonably estimated to be complete by the last day of the month.

16.4 Contractor's submission of each Application for Payment to Owner for a progress or final payment is a representation by Contractor to Owner that all Work indicated therein is complete and in conformance with the Contract Documents.

16.5 Contractor will calculate the progress payment requested in each Application for Payment, as follows:

16.5.1 The current value of the Work, which will equal the lowest value of materials properly stored and Work properly completed and in place based upon:

16.5.1.1 The percentage and value of materials properly stored and Work properly completed and in place based upon the Schedule of Values;

16.5.1.2 The projected percentage and projected value of materials properly stored and Work properly completed and in place based upon the Draw Schedule;

16.5.1.3 The value of materials properly stored and Work properly completed and in place based upon actual Cost of the Work incurred by Contractor through the last date of the month,

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which Contractor has either paid or intends in good faith to pay upon receipt of Payment from Owner, along with copies of invoices, pay requests, and vouchers from subcontractors, suppliers, and vendors to substantiate the Cost of the Work incurred that pay period;

- 16.5.2 Less retainage on the current value of the Work
- 16.5.3 Less the amount Owner has paid Contractor through the Application Date, plus any anticipated payments from Owner to Contractor through the last date of the month;
- 16.6 Owner's obligation to review and process each Application for Payment of a progress payment is subject to Contractor providing the following documents, which are absolute conditions precedent to Owner's obligation to make such progress payment to Contractor:
 - 16.6.1 A notarized "**Waiver and Release of Lien Upon Progress Payment**" signed by Contractor in the form attached hereto as **Exhibit "L"**;
 - 16.6.2 A notarized "**Unconditional Waiver and Release of Lien**" in the form attached hereto as **Exhibit "K"**, signed by each first -tier and, if directed by Owner, lower tier subcontractor, supplier, and vendor whose portion of the Work was included and paid in the previous Application for Payment;
 - 16.6.3 Contractor's signed and notarized "**Progress Payment Affidavit**" in the form attached hereto as **Exhibit "M"**, setting forth all outstanding and unpaid bills for Work or materials which have been incurred on the Project to date;
 - 16.6.4 Contractor's updated Construction Schedule; and
 - 16.6.5 Such other evidence of performance of the Work, the costs thereof and the payment therefore as Owner may deem necessary or desirable, all in a form and content acceptable to Owner.
- 16.7 Owner's payment of any Application for Payment for a progress or final payment shall not constitute acceptance of defective, non-conforming, or incomplete Work.
- 16.8 Contractor's failure to properly prepare and support an Application for Payment for a progress or final payment, including requesting payment for Work not performed or failure to include all the information and documents required by Owner, may result in Owner returning the Application for Payment to Contractor without review for Contractor's correction and resubmission to Owner.

17 PROGRESS PAYMENTS

- 17.1 Owner will review and notify Contractor within fifteen (15) days of the date that Owner receives a properly prepared Application for Payment, and all information and documents required by Section 16, whether the payment requested is approved or rejected, in whole or in part. Owner's notice will indicate the amount and basis for rejecting all or any part of the Application for Payment.
- 17.2 Owner will pay to Contractor an amount equal to ninety percent (90%) of the net amount approved, after deducting any sums withheld by Owner under Section 18 of the Agreement or otherwise due Owner as a credit, backcharge, or set-off, within thirty (30) days of Owner's receipt of each properly prepared and supported Application for Payment. The remaining ten percent (10%) constitutes "Retainage."
 - 17.2.1 Upon Contractor's request, Owner may, at its sole discretion, release a portion of the retainage to Contractor to be paid to one or more identified subcontractors who fully and properly complete their portion of the Work before the overall progress of the Work is fifty (50%) percent complete.
 - 17.2.2 The remaining retainage will be released to Contractor when a certificate of Substantial Completion is fully signed by Owner and Contractor, less a holdback of retainage equal to two hundred (200%) of the value of the items in the punchlist, as determined by Owner, which will be paid to Contractor in the Final Payment, less any credits, setoffs, or deductions that Owner is entitled to take.

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17.3 Owner may, at its sole and absolute discretion, and without obligation, make joint or direct payments to subcontractors, suppliers, vendors, and workers, of any tier, for labor, materials, equipment, and services provided in connection with the Work, in which event such payments will be credited against the Contract Price and deducted from the GMP.

18 WITHHOLDING PAYMENT TO CONTRACTOR

18.1 Owner may withhold its approval of an Application for Payment of a progress or final payment, or withdraw an approval previously given, in whole or in part, if and to the extent that Owner determines, in its sole and absolute discretion, that such action is prudent to protect Owner from loss or damage due to:

- 18.1.1 Failure of the Contractor to carry out the Work in conformance with the Contract Documents;
- 18.1.2 Defective Work not remedied;
- 18.1.3 Claims filed or reasonable evidence indicating the probable filing of such claims;
- 18.1.4 Failure or alleged failure of Contractor to pay subcontractors, suppliers, vendors, or others of any tier, providing labor, materials, equipment, or services in relation to the Work, in accordance with their agreements with Contractor;
- 18.1.5 Failure of Contractor to satisfy all conditions precedent to payment, including without limitation Contractor's failure to provide an updated Construction Schedule and required lien waivers and releases;
- 18.1.6 Reasonable evidence that the Work will not be completed within the GMP;
- 18.1.7 Damage to Owner or others, including without limitation, the Design Professional, a Separate Contractor, neighboring property owners, tenants, invitees, licensees, and trespassers;
- 18.1.8 Reasonable evidence that the Work will not be completed with the Contract Time;
- 18.1.9 Failure to transfer claims of lien from the Property;
- 18.1.10 Failure of Contractor to submit any information required by this Agreement.

18.2 Contractor shall not stop Work pending resolution of a dispute between Owner and Contractor.

19 FINAL PAYMENT

19.1 Upon achieving Final Completion, Contractor will submit an Application for Payment to Owner for final payment on the "Application for Payment" form attached to the Agreement as Exhibit "J", along with all documents required by Section 19.2 or otherwise requested by Owner to substantiate Contractor's right to final payment.

19.2 Owner's obligation to review and process the Application for Payment of final payment is subject to Contractor providing the following documents, which are absolute conditions precedent to Owner's obligation to make such final payment to Contractor:

- 19.2.1 Contractor's final accounting signed by Contractor's CFO or a CPA;
- 19.2.2 Contractor's notarized waiver and release of lien upon final payment signed by Contractor on the "Waiver and Release Upon Final Payment" form attached to the Agreement as Exhibit "N";
- 19.2.3 Notarized unconditional final waivers and releases of lien signed by all first tier, and, if directed by Owner, lower tier subcontractors, suppliers, and vendors on the "Waiver and Release Upon Final Payment" form attached to the Agreement as Exhibit "N";
- 19.2.4 Contractor's certification to Owner that the Project has been fully completed in conformance with the Plans and Specifications

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19.3 Owner will pay the unpaid balance of the Contract Price or the GMP, whichever is less, to Contractor within thirty (30) days after all of the following absolute conditions precedent to Owner's obligation to make final payment are satisfied:

- 19.3.1 Contractor achieves Substantial Completion of the Work as defined in Article 12;
- 19.3.2 Contractor completes all items on the Punchlist as provided for in Article 14;
- 19.3.3 Owner approves Contractor's Application for Final Payment;
- 19.3.4 Owner approves Contractor's final accounting;
- 19.3.5 Contractor assigns to Owner all subcontractor and manufacturer warranties not already issued in Owner's name;
- 19.3.6 Contractor makes final payment to all subcontractors, suppliers, vendors, and workers of any tier;
- 19.3.7 Contractor provides Owner with a notarized Contractor's final affidavit that complies in every respect with Fla. Stat. §713.06 on "Contractor's Final Affidavit" form attached to the Agreement as Exhibit "O";
- 19.3.8 Completion of "As-Built" Plans showing the completed Project and the location of all easements and encroachments, if any, and showing all approved conditions, utility locations, certified by a licensed Florida land surveyor. Contractor shall furnish to Owner, as a Cost of the Work, four (4) sets of "As-Built" Plans certified by Contractor to be true and correct.

19.4 Acceptance of the Work as achieving Final Completion will not constitute acceptance of any defective, incomplete, or non-conforming Work or improper materials or workmanship or waiver of any claim which Owner may have under the Contract Documents or under the Applicable Laws; unless expressly identified with particularity and acknowledged by Owner in a written Change Order signed by an authorized representative of Owner.

19.5 Owner may, in its sole and absolute discretion, agree to make Final Payment to Contractor before Contractor completes all items on the Punchlist, in which event Owner will have the right to withhold an amount equal to two hundred percent (200%) of the estimated cost to complete all incomplete, nonconforming, and defective Work, as determined by Owner.

20 AGREEMENT TO CORRECT DEFECTIVE WORK

20.1 In addition to any other warranty obligation owed to Owner by contract or law, Contractor will promptly and diligently upon its discovery or its receipt of Owner's notice, whichever occurs first, and, at Owner's option, correct, complete, or remove and replace ("Remediate") all Work found to be defective, non-conforming, or incomplete ("Defects"), whether discovered before or after Substantial Completion. Contractor will commence to Remediate Defects identified by Owner as an emergency, involving the building envelope, or any plumbing, electrical, air conditioning, fire protection, or other utility services no more than twenty four (24) hours after Contractor's discovery or receipt of Owner's notice thereof. Contractor will commence to Remediate all other Defects no more than ten (10) days after Contractor's discovery or receipt of Owner's notice thereof. Owner may, but shall not be required to, Remediate Defects at Contractor's cost in the event Contractor fails to commence and thereafter diligently continue to Remediate any Defect within the times indicated until fully Remediated. Owner may also, but shall not be required to, Remediate Defects at Contractor's cost, without prior notice to Contractor, in the event that Owner determines that a Defect poses an unreasonable risk of harm to person, property, or its economic interests. Contractor shall immediately pay the expenses incurred by Owner to Remediate any Defects.

20.2 Contractor's corrective Work will conform in all respects with the Contract Documents. All costs related to the Remediation of Defects, including but not limited to the cost to uncover, remove, replace, and reinstall equipment and materials to gain access to the Defects or damaged during the Remediation Work will be borne

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by Contractor. Contractor's Surety will expressly guarantee full and timely performance of Contractor's warranty obligations herein.

20.3 Contractor's obligation to Remediate Defects will in no event establish a limitation period for Contractor's other obligations under the Contract Documents, including without limitation its obligation to perform the Work in conformance with the Contract Documents.

21 CHANGES TO THE WORK

21.1 Owner may, at any time, without invalidating this Agreement, and without notice to the Surety, if any, make changes within the general scope of the Work ("Change(s) to the Work"). To be effective, all Changes to the Work must be memorialized by a change order signed by Owner and Contractor ("Change Order") on the "Change Order" form attached hereto as **Exhibit "P"** and signed by an authorized representative of Owner.

21.2 Changes to the Work may be accomplished after the Parties sign this Agreement, by Amendment, Change Order, or Field Directive.

21.3 Contractor will make no Change(s) to the Work unless and until Owner authorizes Contractor to make such Change(s) to the Work by a written Change Order or Field Directive signed by Owner in accordance with, and in strict compliance with, the requirements of the Contract Documents. No person acting for or on behalf of Owner will have authority to modify or waive this requirement, which is an essential term of the Agreement.

21.4 Contractor will proceed promptly to perform all Changes to the Work upon receipt of either a Change Order or a Field Directive signed by Owner, unless provided for otherwise therein.

21.5 No claim that Owner has expressly or impliedly accepted alterations or additions to the Work, or that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any unjust enrichment, shall be the basis for any claim to an increase to the GMP or Contract Time or both.

21.6 In no event will Contractor be entitled to an adjustment of the GMP or Contract Time or both on the basis that a Change to the Work is necessitated by Contractor's failure to familiarize itself with the Applicable Laws or the practices of any governing authority with jurisdiction over the Project or the Work.

22 CHANGE REQUEST

22.1 Contractor shall, within fourteen (14) calendar days following receipt of a written change request or, if applicable, within the time set forth in a Field Directive from Owner (the "Change Request"), submit to Owner a written proposal for fully performing the proposed change to the Work ("Contractor's Proposal"). Contractor's Proposal will include all time and cost affects, if any, arising out of or relating to the proposed change to the Work.

22.2 Contractor's Proposal will set forth in detail Contractor's best estimate of the actual increases and decreases to the direct Cost of the Work and a proposed net adjustment to the GMP, if any, to carry out the proposed changes to the Work for the following all cost categories:

- 22.2.1 Materials, quantities and unit prices, if applicable;
- 22.2.2 Labor man hours and wages by trade;
- 22.2.3 Equipment type and size and rental rate;
- 22.2.4 Subcontract cost with backup detail for such items.

22.3 Contractor's sole markup for all net additive Changes in the Work shall be limited to the markups identified in Section 22.3 of the **Key Business Terms**. The amount of credit for net deductive Changes in the Work will be actual net decrease to the Cost of the Work, as supported by Contractor and confirmed by Owner.

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22.4 Contractor's Proposal will identify in detail Contractor's best estimate of the actual increases and decreases to the Contract Time, and a proposed net adjustment to the Contract Time, if any, to carry out the proposed changes to the Work, along with providing the following information:

- 22.4.1 The duration of time to perform the proposed changes to the Work;
- 22.4.2 Identification of all necessary predecessor and successor activities to the performance of the proposed change to the Work, along with a description of their logic relationship to the proposed changes to the Work, such as start to start, start to finish, and finish to finish, along with any lag time;
- 22.4.3 Dates on the most current update to the Construction Schedule when Contractor anticipates commencing and completing performance of the proposed changes to the Work;
- 22.4.4 All activities in the most current update to the Construction Schedule that will be affected in any way by the proposed changes to the Work;
- 22.4.5 All critical path activities in the most current update to the Construction Schedule that will be delayed or accelerated by the proposed changes to the Work;
- 22.4.6 Contractor's proposed revisions to the most recent update to the Construction Schedule, including changes in logic, durations, and relationships between activities in and activities added to or deleted from the most recent update to the Construction schedule; and
- 22.4.7 Demonstrate to Owner's satisfaction of the extent, if any, to which the proposed changes to the Work will cause Contractor to accelerate or to delay critical path activities on the most current update to the Construction Schedule.

22.5 Owner may issue a Field Directive to Contractor in the event Owner decides to proceed with any Changes in the Work before Owner accepts Contractor's Proposal, regardless of whether Owner has received Contractor's Proposal, and whether the time period for pricing the proposed changes to the Work has expired.

22.6 If Contractor fails to submit Contractor's Proposal to Owner within the time period for pricing the proposed Changes to the Work, Owner may issue a Change Order to Contractor for the Changes to the Work, setting forth Owner's estimate of the adjustments to the GMP or Contract Time or both resulting from the Changes to the Work, which will be binding on Contractor, without further negotiation.

23 CHANGE ORDERS

23.1 A Change Order is a written order prepared by Owner and signed by Contractor and Owner after execution of the Agreement, memorializing their full and final agreement upon all of the following:

- 23.1.1 A Change to the Work;
- 23.1.2 The amount of the adjustment to the Guaranteed Maximum Price, if any; and
- 23.1.3 The extent of the adjustment to the Contract Time, if any.

24 FIELD DIRECTIVE

24.1 A Field Directive is a written directive signed by Owner and issued to Contractor that authorizes Contractor to proceed with performing Change(s) to the Work in advance of the Parties reaching a full and final agreement to an adjustment, if any, to the GMP or the Contract Time or both. Owner may also issue a Field Directive where the Parties dispute whether certain work is defective or required by the Contract Documents. Issuance of a Field Directive is not an admission that Contractor is entitled to an adjustment to either the GMP or the Contract Time.

24.2 A Field Directive may propose, at Owner's option, an adjustment or a method for adjusting the GMP. Upon receipt of a Field Directive, Contractor shall promptly advise Owner of Contractor's agreement or disagreement

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with the adjustment or the proposed method of adjustment set forth therein. A Field Directive signed by the Contractor indicates agreement of the Contractor therewith, including the adjustment or proposed method of adjustment to the GMP, which will be effective immediately and recorded as a Change Order.

24.3 Unless Owner directs otherwise, Contractor will not stop or suspend performance of a Field Directive in the event of a dispute between the Parties as to the adjustment to the GMP or the Contract Time or both resulting from a Change to the Work. In such an event, Contractor will keep and present to Owner on a weekly basis separate, accurate cost records, including time sheets, invoices, and equipment utilization records, of the actual costs incurred and costs saved by Contractor for the direct Cost of the Work items set forth in Section 22.2 to perform the Changes in the Work. In no event will Owner be obligated to increase the GMP by more than the sum of such actual cost records, plus a reasonable Markup calculated in conformance with Section 22.3.

24.4 Contractor may include in its Application for Payment amounts not in dispute, as determined by Owner, pending a final determination of the adjustment to the GMP, if any, resulting from a Field Directive.

25 CONSTRUCTION SCHEDULE

25.1 Contractor prepared and submitted the Construction Schedule (the "Construction Schedule"), prior to the execution of this Agreement, which is attached hereto as **Exhibit "F"**. Unless approved by Owner, Contractor will prepare the Construction Schedule using a critical path ("CPM") analysis of construction activities and logical relationships for the orderly and timely performance and completion of all Work.

25.2 The Construction Schedule shall be complete in all respects, covering, in addition to activities and interfaces with other contractors at the Project, off-Site activities such as design, fabrication, an allowance for normal adverse weather delays consistent with Section 15.4, submittals, procurement and delivery to the Site of Contractor and Owner furnished material and equipment. In addition, Contractor will submit a detailed written narrative description of its plan for performing the Work that tracks the Construction Schedule.

25.3 The Construction Schedule shall include the following:

- 25.3.1 Separate activities for each item of work performed by each trade in each discrete location of the Project;
- 25.3.2 The necessary predecessor and successor activities for each activity and their logical connection to the activity;
- 25.3.3 The duration, early start, early finish, late start, late finish, and float time for each activity
- 25.3.4 Brief description of each activity;
- 25.3.5 Indication of all activities on the critical path;
- 25.3.6 Indication of all activities with less than one (1) month of float; and
- 25.3.7 Contract and other major milestones.

25.4 The initial Construction Schedule and each periodic update of the same shall be accompanied by a separate tabular listing of all activities in the Construction Schedule which shall include the following:

- 25.4.1 A listing of all activities by activity description, each identified by mode or activity number;
- 25.4.2 The duration of each activity;
- 25.4.3 Earliest start and finish dates for each activity;
- 25.4.4 Latest start and finish dates for each activity;
- 25.4.5 Float time for each activity;
- 25.4.6 As each duration, start date, finish date and float times of each activity become actual, it shall be noted as such on the periodic update; and

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25.4.7 As each activity is completed, it shall be noted as such on the periodic update.

25.5 Contractor shall promptly inform Owner of any proposed change in the Construction Schedule and shall furnish Owner with a revised Construction Schedule and narrative within ten (10) calendar days after approval by Owner of such change in the form of a Change Order. The Construction Schedule, shall be kept current, taking into account the actual progress of Work and shall be updated and submitted to the Owner every thirty (30) calendar days. The revised Construction Schedule and narrative shall be sufficient to meet the requirements for the completion of the separable parts of any and all Work as set forth in this Agreement. No Application for Payment will be approved by the Owner until receipt of these Construction Schedule updates.

26 PROGRESS

26.1 Contractor will keep Owner fully informed in writing in advance of the progress of the Work as to Contractor's plans for performing each part of the Work. If at any time during the progress of the Work, Contractor's actual progress is inadequate to meet the requirements of this Agreement, Owner may notify Contractor in writing that it is behind schedule, in which event Contractor will promptly take such steps as may be necessary to recover the planned progress of the Work.

26.2 If Contractor does not recover the planned progress of the Work within the time set by Owner in the notice, or within a reasonable period of time as determined by Owner, then Owner may require that Contractor take all or some of the following actions, without any increase to the GMP: increase the number of Contractor's workers; increase the number of shifts; work overtime or weekends; expedite the procurement and delivery of materials and equipment; increase the amount of construction plant at the Site; supplement Contractor's performance of the Work through separate contractors. In no event will Owner's issuance of notice, or failure to issue notice, relieve Contractor of its obligation to achieve the quality of Work and rate of progress required by this Agreement.

26.3 Failure of Contractor to comply with the instructions of Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within times specified. Upon such determination, Owner may terminate Contractor's right to proceed with the performance of this Agreement, or any separable part thereof, in accordance with the applicable provisions of this Agreement.

27 DEFAULT

27.1 Contractor shall be in default under the Contract Documents under any of the following circumstances:

- 27.1.1 Failure of the Contractor to supply enough properly skilled workers or materials to maintain the planned progress of the Work;
- 27.1.2 Failure to make prompt payment to subcontractors or suppliers for materials or labor in conformance with their agreements with Contractor;
- 27.1.3 Failure to comply with the Applicable Laws;
- 27.1.4 Failure to comply with any terms or conditions of the Contract Documents;
- 27.1.5 Failure to perform Work which conforms to the requirements of the Contract Documents;
- 27.1.6 Failure to meet the Construction Schedule or to make progress so as to endanger the timely completion of the Work; or
- 27.1.7 Abandonment or refusal to proceed with any Work, including Changes to the Work.

27.2 Owner may not terminate the Agreement for default until such time as Owner has provided Contractor notice of its default and given Contractor three (3) days to cure such default, except in circumstances where the nature of the default precludes cure, or a default involving safety to persons in which event Owner can act immediately. If the Contractor fails to cure the default within the three (3) day cure period, the Owner may terminate the Agreement for default under Article 28. Nothing herein will preclude Owner from enforcing all rights and

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remedies to which Owner is entitled to under the Contract Documents or the Applicable Laws for any breach or default by Contractor, regardless of whether such breach or default is timely cured.

27.3 If a finding of default is made, the Contractor shall remain responsible for performance of the requirements of the Contract Documents.

28 TERMINATION FOR DEFAULT

28.1 In the event of a default by Contractor which is not cured in accordance with the Section 27.2, Owner may, in addition to any other remedy allowed by the Applicable Laws or provided for in the Contract Documents, terminate in whole or in part, Contractor's right to proceed with the Work by written notice and prosecute the Work to completion by any other method deemed expedient. In such event, Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the Work.

28.2 Contractor and its Surety shall be liable for all costs reasonably incurred by Owner in the completion of the Work as scheduled, in excess of the Guaranteed Maximum Price, including cost of administration of any contract awarded to others for completion and Liquidated Damages.

28.3 Upon termination for default, Contractor shall:

- 28.3.1 Immediately discontinue Work on the date and to the extent specified in the notice and place no further purchase orders or enter into any new subcontracts to the extent that they relate to the performance of Work terminated;
- 28.3.2 Inventory, maintain and turn over to Owner all materials, plant, tools, equipment and property furnished by Contractor or provided by Owner for performance of Work;
- 28.3.3 Promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Work or assign those agreements to Owner as directed;
- 28.3.4 Assign all subcontracts identified by Owner to either Owner, Contractor's surety, or a replacement contractor;
- 28.3.5 Cooperate with Owner in the transfer of information and disposition of Work in progress so as to mitigate damages;
- 28.3.6 Comply with other reasonable requests from Owner regarding the terminated Work; and
- 28.3.7 Continue to perform in accordance with all of the terms and conditions of this Agreement, such portion of Work that is not terminated.

28.4 If, upon termination pursuant to this Article, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued as an Optional Termination under Article 29 of the Agreement.

29 OPTIONAL TERMINATION

29.1 Owner may, at its option (the "Optional Termination"), terminate this Agreement in whole or in part, at any time, for any reason, with or without cause, by written notice to Contractor. Contractor's sole remedy for an Optional Termination will be to receive payment from Owner in accordance with Section 29.3 below, which in no event will exceed the GMP. Contractor waives any claim for damages from Owner as a result of an Optional Termination to the extent not expressly provided for in Section 29.3, including but not limited to loss of anticipated profits on unperformed Work.

29.2 Upon receipt of Owner's notice of an Optional Termination, Contractor shall, unless the notice requires otherwise:

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- 29.2.1 Immediately discontinue Work to extent specified in the notice;
 - 29.2.2 Place no further orders for labor, materials, services, or facilities, other than as may be necessary or required for completion of any Work not subject to the Optional Termination;
 - 29.2.3 Promptly cancel or terminate all applicable subcontracts, purchase orders, and equipment rental agreements on terms satisfactory to Owner, except to the extent that such subcontracts, purchase orders, or rental agreements are not subject to the Optional Termination or are identified by Owner as subcontracts, purchase orders, and rental agreements that Owner or its designee elects to accept the assignment thereof;
 - 29.2.4 Assign all subcontracts, purchase orders, and rental agreements identified by Owner or its designee for acceptance of assignment;
 - 29.2.5 Assist Owner in the maintenance, protection and disposition of property acquired by Owner under this Agreement to the extent requested by Owner in writing; and
 - 29.2.6 Complete performance of any Work that is not subject to the Optional Termination.
- 29.3 In the event of an Optional Termination, Owner will pay to Contractor as full and final payment for all cost, expenses, and damages arising out of or relating to the Optional Termination, as follows (without duplication of any cost or charge):
- 29.3.1 All Cost of the Work due and not previously paid to Contractor for Work properly performed and completed in conformance with this Agreement, plus Contractor's Fee thereon, through the effective date of the Optional Termination; and
 - 29.3.2 The reasonable and necessary Cost of the Work incurred by Contractor, plus Contractor's Fee thereon, to demobilize from the Site, and to cancel, terminate, and assign subcontractors, purchase orders, and rental agreements in accordance with the Contract Documents.
 - 29.3.3 OR the unpaid balance of the GMP, whichever is less.
- 29.4 In the event of a partial Optional Termination, the GMP will be reduced by Amendment to the Agreement to reflect the value of the remaining Work not subject to the Optional Termination in proportion to the GMP initially established for the entire Work.
- 29.5 Within thirty (30) days after its receipt of the notice of Optional Termination, Contractor will submit Contractor's Proposal to adjust the GMP and Contract Time in proportion to the initial GMP and Contract Time to accurately reflect the savings in the Cost of the Work and Contractor's Fee, resulting from the terminated Work. Owner will promptly review Contractor's Proposal, and then notify Contractor whether the Proposal is accepted. Owner will provide Contractor with the basis for rejecting all or any part of the Proposal, in which event Contractor may make a claim in strict conformance with the Contract Documents of any objection it may have to Owner's determination.

30 SUSPENSION

- 30.1 Owner may, at its sole option, suspend at any time and for any reason, with or without cause, the Contractor's performance of all or any portion of Work (a "Suspension"). Owner will notify Contractor in writing of any Suspension. Owner's notice may designate the amount and type of plant, labor and equipment to be committed to the Project during the Suspension period. Contractor will use best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with Suspension.
- 30.2 Upon receipt of a notice of Suspension, Contractor shall, unless the notice requires otherwise:
- 30.2.1 Immediately discontinue Work to the extent specified in the notice;

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- 30.2.2 Enter into no new subcontracts, purchase orders, or rental agreement, except if and to the extent authorized by Owner in writing;
 - 30.2.3 Suspend all applicable subcontracts, purchase orders, and rental agreements on terms satisfactory to Owner;
 - 30.2.4 Continue to protect and maintain the Work, including those portions on which Work has been suspended; and
 - 30.2.5 Take any other reasonable steps to minimize costs associated with such Suspension.
- 30.3 The GMP will be adjusted if and to extent that Contractor incurs additional reasonable and necessary Cost of the Work as a direct result of the Suspension, without duplication, as follows:
- 30.3.1 Agreed upon rates for Contractor's administrative staff and supervisory personnel, construction equipment, plant, and Site overhead costs if and to the extent that such staff, personnel, equipment, and plant is idle and not reasonably available for other work during the Suspension period due to their standby status;
 - 30.3.2 Costs incurred in connection with mobilization and demobilization from the Site;
 - 30.3.3 Costs incurred to maintain and protect the Work; and
 - 30.3.4 Increased Cost of the Work that Contractor incurs in the proper performance of the Work due to price changes directly resulting from the Suspension.
- 30.4 Upon receipt of notice to resume the suspended Work, Contractor will immediately resume performance of the suspended Work to the extent allowed by the notice. Contractor will submit for Owner's review a revised Construction Schedule accurately reflecting all time effects resulting from the Suspension. Any claim that Contractor wants to make for an adjustment to the GMP or Contract Time arising out of or relating to the Suspension must be made within twenty-one (21) calendar days after Contractor's receipt of Owner's notice to resume Work; otherwise any such claim will be deemed waived.
- 30.5 No adjustment to the GMP or Contract Time will be made for any Suspension if and to the extent that Contractor's progress of the Work would have been delayed by any cause not attributable to Owner during the Suspension period.

31 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

- 31.1 All materials and equipment furnished and Work performed shall be properly inspected by Contractor, and shall at all times be subject to quality surveillance, observations or quality audit by Owner. Contractor shall provide safe and adequate facilities and all samples, plans, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose, Owner shall be afforded full and free access to the shops, factories or places of business of Contractor and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. If Contractor covers all or any portion of the Work after proper notification and prior to any quality surveillance or test by Owner, the cost of any necessary uncovering and replacing shall be borne by Contractor. Neither the failure to make such quality surveillance, observation or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Contractor for such Work, materials or equipment, shall prejudice the rights of Owner thereafter to correct or reject the same in conformance with Article 20 of the Agreement.
- 31.2 A procedure for inspections and quality control has been established in the Project Manual. These procedures are material to this Agreement and must be strictly followed.

32 COORDINATION AND CORRELATION OF PLANS AND SPECIFICATIONS

- 32.1 Contractor represents to Owner that Contractor and its subcontractors and material and equipment suppliers have carefully reviewed the Contract Documents, including all general and specific details therein, and

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compared such Contract Documents to the physical conditions of the Site. Contractor further represents to Owner that Contractor has notified Owner and Design Professional in writing of any and all errors, omissions, ambiguities, or discrepancies known to Contractor or its subcontractors or suppliers to exist within the Contract Documents, and between the Contract Documents and the physical conditions of the Site and that any such known errors, omissions, ambiguities, or discrepancies have been corrected before this Agreement was signed.

33 INDEPENDENT CONTRACTOR

- 33.1 Contractor represents that it is experienced and properly qualified to perform the type and magnitude of Work provided for in the Contract Documents. Contractor further represents that it is properly licensed, equipped, organized and financed to perform such Work.
- 33.2 Contractor is an independent contractor engaged in its own business, and is not, nor shall be deemed to be, an agent or employee of Owner. Contractor will not hold itself out or represent itself as an employee of Owner.
- 33.3 Contractor will not participate in the Retirement Plan for Salaried Employees of Rayonier, Inc., or any of Owner's health insurance programs, life insurance programs, long-term disability programs, or any other welfare or benefit programs during the term of this Agreement, regardless of whether the Internal Revenue Service should classify Contractor as an employee for purposes of Federal employment taxes.
- 33.4 Nothing contained in this Agreement or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner. Contractor shall perform all Work in accordance with its own methods subject to compliance with this Agreement.

34 SUBCONTRACTORS

- 34.1 Within ten (10) days of signing this Agreement, Contractor shall provide Owner with the following:
- 34.1.1 The form of subcontract agreement to be used by the Contractor;
 - 34.1.2 A list of subcontractors and suppliers to be used by the Contractor with the amount of their subcontracts and copies of signed subcontracts through that time period;
 - 34.1.3 All subcontracts subsequently entered into shall be promptly provided by Contractor to Owner;
 - 34.1.4 From time to time, Contractor will provide Owner within ten (10) days of Owner's written request, a list of all subcontractors and suppliers with whom Contractor has or intends to contract any portion of the performance of the Work or supply of any materials and equipment in compliance with Fla. Stat. § 713.165; and
 - 34.1.5 From time to time, Contractor will provide Owner within ten (10) days of Owner's request, a sworn statement of account signed by Contractor showing the nature of all labor or services performed and to be performed, if any, the materials furnished, the materials to be furnished, if known, the amount paid on account to date, the amount due, and the amount to become due, if known, as of the date of the statement in compliance with Fla. Stat. § 713.16.
- 34.2 Contractor shall ensure that each Subcontractor agreement and lower tier agreements includes the following:
- 34.2.1 A provision incorporating all terms and conditions of this Agreement into such agreement;
 - 34.2.2 A provision specifying the withholding of retention by Contractor in at least the same amounts as required by this Agreement;
 - 34.2.3 A provision in all subcontracts, rental agreements, and purchase orders, for the benefit of Owner obligating the subcontractors, equipment lessors or suppliers to remain bound to Owner by their respective agreements with Contractor in the event of Contractor's default under this Agreement or Contractor's termination; and

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34.2.4 A provision whereby the subcontractor or supplier waives any of its rights against Owner and Design Professional for damage caused by fire or other casualties for which it is, or under the terms of this Agreement, should be insured.

35 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

35.1 Contractor represents to Owner that neither Contractor, nor any officer, director, partner or shareholder who holds ten percent (10%) or more of the outstanding stock of Contractor, has any financial interest in, or as an officer, director, partner or ten percent (10%) plus shareholder of any firm, person or entity which has been or may be contracted to under a subcontract, purchase order, or equipment rental agreement to furnish labor, material, plant, equipment, or services in connection with the construction or the Project. In the event Contractor seeks to enter into any contract with any such party, Contractor agrees to give written notification and obtain the written approval of Owner before entering into such subcontract, purchase order, or equipment rental agreement.

36 AUTHORIZED REPRESENTATIVE – PROJECT MANAGER'S SUPERVISION

36.1 Before starting Work, Contractor shall designate a competent, authorized representative (the "Authorized Representative") acceptable to Owner to represent and act for Contractor. Contractor shall inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of its authority to represent, act for, and bind Contractor. Such writing will specify any and all limitations of such authority. Contractor shall keep Owner informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Site at all times when Work is in progress. During periods when Work is suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency Work which may be required. All notices, determinations, instructions and other communications given to the Authorized Representative of the Contractor shall be binding upon Contractor.

36.2 The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Owner. If, at any time during the term of this Agreement, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reason whatsoever, unacceptable to the Owner, Contractor shall replace the unacceptable personnel with personnel acceptable to the Owner.

36.3 Owner shall also designate a competent, authorized representative ("Owner's Authorized Representative") to represent and act for Owner.

37 LAWS AND REGULATIONS

37.1 Contractor and its employees and representative shall at all times, comply with all Federal, State, and local laws, statutes, rules, regulations, ordinances, orders, codes, and restrictive covenants that apply in any way to the Project or the Work (the "Applicable Law(s)").

37.2 Contractor may submit a proposal to adjust the GMP in the event that there is a change to the Applicable Laws enacted after the Parties sign the Agreement that materially increases the Cost of the Work. Contractor's Proposal will be made within twenty-one (21) days of the effective date of the change to the Applicable Laws, providing detailed documentation of the cost effects of such change to the Applicable Laws will have on the Cost of the Work; otherwise any claim in relation to the change in the Applicable Laws will be deemed waived. If Owner concurs, the Parties will sign a Change Order memorializing the adjustment to the GMP and its basis.

37.3 Contractor will promptly notify Owner and Design Professional in the event that Contractor discovers or becomes aware of any discrepancy or inconsistency between the Contract Documents and any Applicable Laws. Owner will issue such instructions as may be necessary.

38 STANDARDS AND CODES

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38.1 Wherever references are made in the Contract Documents to standards or codes in accordance with which Work is to be performed or tested, the edition or revision of the standards or codes in effect on the date of this Agreement shall apply, unless otherwise expressly set forth in the Contract Documents. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.

39 COOPERATION WITH OTHERS

39.1 Owner and its separate contractors, service providers, and consultants, and the subcontractors to any of them, will or may be performing operations or other work at the Site during Contractor's performance of the Work, in which event neither Contractor nor Owner nor any of the various contractors, subcontractors, service providers, and consultants will have exclusive right to access and use the Site. Contractor will allow Owner and its separate contractors, service providers, and consultants a reasonable right to access and use the Site in connection with their performance of operations and work on the Site. Contractor further acknowledges that there will or may be reasonable delays and hindrances to the performance of its Work resulting from the shared use of the Site, which have been accounted for in the GMP. Contractor will cooperate with Owner and its separate contractors, service providers, and consultants to avoid any unreasonable delays or hindrances as a result of the shared use of the Site. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.

39.2 If any part of the Work depends on proper execution or results from any work performed by Owner or any separate contractor ("Prior Work"), Contractor shall, prior to proceeding with its Work, promptly report to Owner any apparent discrepancies or defects in such Prior Work that render it unsuitable for proper execution of the Work. Failure of Contractor to so report shall constitute Contractor's acceptance of the Prior Work as fit and proper to receive the Work, except as to latent defects which may subsequently become apparent in such Prior Work.

40 TAXES

Contractor shall pay all taxes, levies, tariffs, duties and assessments of every nature which may be applicable to any Work under this Agreement. The Guaranteed Maximum Price includes all taxes imposed by the Applicable Laws at the time this Agreement was signed. Contractor shall make any and all payroll deductions required by the Applicable Laws. Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

41 UTILITIES

41.1 Contractor shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of this Agreement. Such utilities shall be furnished by Contractor at no additional cost to Owner, and shall include, but not be limited to, the following:

- 41.1.1 Public telephone service for Contractor's use;
- 41.1.2 Construction power as required at each point of construction;
- 41.1.3 Water and sanitation facilities as required throughout the construction; and
- 41.1.4 Waste and garbage service and removal in accordance with local codes.

41.2 Prior to final acceptance of the Work, the Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Agreement.

42 WARRANTY

42.1 In addition to other warranties required by the Contract Documents and the Applicable Laws, Contractor warrants to Owner and Design Professional that (1) all materials and equipment furnished in connection with the Work will be, unless expressly specified otherwise by the Contract Documents, new and unused, of good,

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merchantable quality, and fit for the particular purpose for which they are intended to be used; (2) all Work will conform to the Contract Documents and the applicable manufacturers' instructions, guidelines, and recommendations; and (3) all Work will be performed with good workmanship and in conformance with the Applicable Laws. Contractor will not be liable under this Section for normal wear and tear, or to the extent that any defective Work is caused by the negligent maintenance, operation, alteration, or repair of persons other than Contractor or its subcontractors or suppliers, or any person or entity for which any of them are responsible. All warranty remedies provided to Owner are in addition to Owner's other rights and remedies under the Contract Documents and the Applicable Laws.

42.2 Contractor will require that all subcontractors and suppliers issue assignable written warranties or guarantees jointly to Contractor and Owner that are consistent with Contractor's warranty obligations in the Contract Documents with respect to their portion of the Work.

42.3 Owner and Contractor expressly agree to opt out of the provisions of Section 558.05, Florida Statutes. The provisions of Chapter 558, Florida Stat., shall not apply to this Agreement.

43 INTELLECTUAL PROPERTY INDEMNITY

43.1 Contractor hereby indemnifies and shall defend and hold harmless Owner and its representatives, respectively, from and against all, claims, losses, costs, damages, and expenses, including attorneys' fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any copyright, patent, trade secret, or any other type of intellectual property, and arising out of the performance of the Work. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provide further, that Contractor's aforementioned obligations shall not apply to equipment, materials or processes furnished or specified by Owner or representatives.

43.2 Contractor shall have the right, in order to avoid such claims or actions, to substitute, at its expense, non-infringing equipment, materials, or processes or to modify such infringing equipment, materials and processes so they become non-infringing or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Agreement.

44 CONTRACTOR REPRESENTATIONS

44.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 44.1.1 Contractor is familiar with the permitting, constructing, inspection and acceptance criteria of the state and local governmental authorities, agencies, and utilities that that are responsible for permitting, inspecting, approving, and accepting the Work.
- 44.1.2 Contractor acknowledges it has had ample opportunity to visit the Site, analyze the Project, inspect the Contract Documents and request any clarification of the Work.
- 44.1.3 Contractor agrees it is capable and prepared to perform the Work.
- 44.1.4 Contractor is familiar with and is satisfied as to all Applicable Laws that may affect cost, progress, and performance of the Work.
- 44.1.5 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
- 44.1.6 Contractor is aware of the general nature of any other work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

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44.1.7 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents.

44.1.8 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

44.2 Contractor further represents and warrants to Owner that there exists no conflict of interest or facts or circumstances which might create any appearance of impropriety as a result of Contractor's engagement by Owner hereunder with respect to Contractor's other clients, past or present, except as otherwise disclosed to Contractor in writing prior to entering into this Agreement. Contractor further represents and warrants to Owner that it will continue in good faith to avoid any conflict of interest or business arrangements which could appear to, or might tend to result in a conflict of interest. Contractor shall advise the Owner's Authorized Representative of any conflict of interest that might arise during the performance of this Agreement.

45 INDEMNITY

45.1 To the fullest extent allowed by the Applicable Laws, Contractor will defend, indemnify, and hold Owner, and Design Professional, and any employee, agent, representative, or consultant of any of them, harmless from and against any and all claims, damages, losses, costs, and expenses, including attorney, expert, and consultant fees and legal expenses, that arise out of or relate to any act or omission by Contractor, or any subcontractor or supplier of any tier, or any employee, agent, representative, or consultant of any of them, and results in personal injury, sickness, death, or property damage to the maximum limits of the liability and excess/umbrella insurance that Contractor is required to provide under the Agreement or the GMP, whichever is greater, except in the event that such claims, damages, losses, and expenses are caused by the sole negligence, gross negligence, or willful, wanton or intentional misconduct of the indemnified party or its employees, officers, directors, agents, representatives, or consultants, or for statutory violations or punitive damages (except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Contractor or any subcontractor or supplier of any tier, or any employee, agent, representative, or consultant of any of them), in which case this obligation shall not apply relative to such indemnified party. Contractor acknowledges that the limitation set forth herein is commercially reasonable and was included in the bid documents before establishing the GMP.

45.2 Contractor's obligations under Section 45.1 will not be limited, waived, or excused by the payment of any damages, benefits, expenses, or compensation under any employee death or disability statute, including worker's compensation, employer's liability, employee benefit, or other such act.

45.3 Contractor will defend, indemnify, and hold Owner and Design Professional, and any employee, agent, representative, and consultant of any of them, harmless from and against any and all claims, damages, losses, and expenses, including attorney, expert, or consultant fees, to the extent arising out of or relating to the following:

45.3.1 The failure of Contractor, or any subcontractor, or supplier, or any employee, officer, agent, representative, or consultant of any of them, to comply with any Applicable Law;

45.3.2 Any Hazardous Material brought to the Site or released by the negligence of Contractor, or any subcontractor or supplier, or, if part of the Work, not properly removed from the Site by Contractor or any subcontractor or supplier, or any employee, officer, agent, representative, or consultant of any of them;

45.3.3 Any lien, claim, or demand by any Subcontractor or Supplier of any tier as a result of any alleged failure of Contractor or any Subcontractor or Supplier of any tier to pay for any portion of the Work, whether valid or not;

45.3.4 Any material breach of the Contract Documents, and

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45.3.5 Any claim or demand by Design Professional or any Separate Contractor as a result of any alleged act or omission by Contractor, or any subcontractor or supplier of any tier, or any employee, agent, representative, or consultant of any of them.

46 LIENS

46.1 Contractor agrees to keep the Project, improvements thereof and the ground appurtenant thereto, free and clear of all liens for or on account of any Work done or materials furnished under this Agreement. In the event such a lien is found or claimed against the Project, Contractor agrees that it will, within five (5) days after written notice from Owner, discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Nassau County, Florida, or cause such lien to be transferred to a bond in accordance with Florida Statute §713.24. In the event the Contractor fails to so discharge or bond the lien or liens within such period as required above, Owner shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, the Owner shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due the Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Owner's reasonable attorneys' fees and costs incurred in connection therewith.

46.2 The Agreement shall govern in the event any of its provisions conflict with or are otherwise inconsistent with the provisions of §715.12, Florida Statutes.

47 INSURANCE

47.1 Contractor will purchase and maintain insurance with the minimum coverages and limits set forth in "Contractor's Insurance Requirements" document, which is attached hereto as Exhibit "D".

47.2 To the extent damages are covered and paid by property insurance, the Owner and Contractor waive all claims and rights to recover damages against each other and against Design Professional, and the employees, officers, subcontractors, consultants, agents, and representatives of any of them, except such rights and claims as they may have to the proceeds of such insurance. Owner and Contractor, as applicable, will require those with whom each of them has privity of contract, including Design Professional and the first tier subcontractors, to waive all claims and rights in favor of the other persons identified herein and to include similar waivers in their subcontracts of all tiers.

48 PROJECT CHARACTERISTICS

48.1 Contractor represents and warrants to Owner that Contractor has, by careful examination, satisfied itself as to: (a) the nature, location and character of the Project and the Property; (b) the nature, location and character of the general vicinity in which the Work is to be performed, including, without limitation, its normal climatic conditions, available labor and materials supply and costs, and other tangible and intangible conditions that may adversely affect the timely and proper performance of the Work; and (c) the quality and quantity of all materials, supplies, tools, equipment, labor and services necessary to complete the Work in the manner and within the cost and time required by the Contract Documents.

48.2 Contractor further acknowledges that it will be solely responsible to Owner for the location and protection of all surface and subsurface utility potable and storm water, electric, gas, and sewer lines, cables, pipes, ducts, and conduits.

48.3 Contractor will satisfy itself as to the nature and location of Work and the general and local conditions under which the Work is to be performed particularly, but without limitation, with respect to the following: those conditions affecting transportation, parking, equipment placement, equipment movement, access, hauling, disposal, handling and storage of materials; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities, and physical conditions at the Project area as a whole; topography and ground surface conditions; equipment and facilities needed preliminary to and during performance of this Agreement; and all other matters which can in any way adversely affect the proper and timely performance of the Work, or the cost associated with such performance. The

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failure of Contractor to acquaint itself with all applicable conditions will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing this Agreement. Contractor hereby waives any claim for an increase in the Guaranteed Maximum Price or extension of the Contract Time due to Contractor's failure to fully comply with this Section or due to Contractor's failure to identify conditions pursuant to this Section which later are a reason for the request for additional cost or time.

49 ACCESS TO WORK AREAS

49.1 Owner and its duly authorized representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over Work areas or any part thereof shall, at all reasonable times, for the purpose of determining compliance with requirements of this Agreement, have access to the Project and the Work. Contractor shall also arrange for Owner, its said representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced or fabricated for use under this Agreement.

50 DELIVERY, UNLOADING AND STORAGE

50.1 Contractor shall receive, unload, store in a secure place, and deliver from storage to the installation location, all materials, plant and equipment required for the performance of this Agreement. The storage facilities and methods of storing shall meet Owner's approval. Materials and equipment subject to degradation by outside exposure shall be stored in a weathertight or watertight enclosure provided by Contractor.

51 CLAIMS

51.1 No claim by Contractor for an increase in the Guaranteed Maximum Price or extension of the Contract Time shall be considered unless and until Contractor provides Owner with written notice of such claim not later than fourteen (14) days after the occurrence of the event giving rise to such claim, but prior to incurring any expenses by Contractor. Failure to give such notice shall constitute a waiver of such claim.

51.2 Owner will review such claims by the Contractor for an increase in the Guaranteed Maximum Price within ten (10) days of receipt of the claim and either (i) reject the claim, in whole or part, (ii) approve the claim, in whole or in part, (iii) request additional information of Contractor, or (iv) suggest a compromise. Contractor shall not suspend performance of the Work, but may seek to resolve the dispute through the procedures set forth in Section 51.3 of the Agreement.

51.3 With respect to any dispute arising under the Contract Documents, Owner and Contractor agree to submit the dispute to non-binding mediation; provided that the applicable statute of limitations will be tolled during the pendency of such mediation. In the event Owner and Contractor cannot in good faith agree on a mediator within fifteen (15) days of the request of either party for mediation, or, if the parties remain in dispute following mediation, any such dispute will be resolved by binding arbitration administered by the American Arbitration Association under the then-prevailing Construction Industry Rules of that Association. There shall be no interruption of Work pending the arbitration. The parties consent that any arbitration may be consolidated with any other arbitration concerned with the Project to which Owner or Contractor is a party and that a dispute shall not be submitted to such binding arbitration if there are any third parties who are not subject to such binding arbitration but who are necessary and indispensable parties to such dispute.

52 CONTRACTOR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

52.1 Contractor will furnish material, equipment and workmanship that conforms with its warranty obligations under Article 42 of the Agreement. Any material or equipment that does not conform to such Warranty obligations will be removed immediately from the Site, and replaced with conforming material and equipment. Any non-conforming workmanship will be corrected immediately. Failure or Owner or Design Professional to discover, or direct Contractor to remove or correct any non-conforming material, equipment and workmanship will not excuse Contractor from its warranty obligations under this Agreement or the Applicable Laws, unless such non-

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conforming material, equipment and workmanship is expressly accepted with particularity in a signed Change Order.

- 52.2 Contractor shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems and continuously coordinate all phases of the Work. No allowance of any kind will be made for Contractor's failure to foresee means of completing the Work.
- 52.3 Contractor acknowledges that "common practice", "industry standards" and "common usage" are minimum standards of quality that may be superseded by the quality required by Contract Documents.
- 52.4 Contractor shall order and schedule delivery of materials in reasonable time to avoid delays in construction. If an item is found to be unavailable, Contractor shall notify Owner immediately of recommended substitute(s) to permit Owner's selection of a suitable substitute.
- 52.5 Owner and Design Professional will have shared authority for determining conformance of materials, equipment and systems with the requirements of the Contract Documents. Review and approval of all items proposed by Contractor for incorporation into the Work may be by Owner or Design Professional or both.
- 52.6 Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may not be permitted unless specifically noted otherwise. Such substitutions shall be subject to written approval.
- 52.7 When materials, equipment or systems are specified by, performance only, without reference to specific manufacturers' brands or models, Contractor shall submit its own choice for Owner's review and approval, supported by sufficient evidence of conformity with the Contract Documents.

53 SUBSTITUTIONS

- 53.1 Prior to proposing any substitute item, Contractor shall satisfy itself that the item proposed is, in fact, equal to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time or similar demonstrable benefit, the substitution of such item will be in Owner's interest.
- 53.2 The burden of proof of equality of a proposed substitution for a specified item shall be upon Contractor. Contractor shall fully support its request with manufacturer's specifications, test data, and other evidence that will permit Owner and Design Professional to make a reasoned decision on the merits of the proposal. Contractor will provide any further information requested by Owner or Design Professional in connection with a proposed substitution.
- 53.3 All requests for substitutions with submittal data must be made at least sixty (60) days prior to the time Contractor must order, purchase or release for manufacture or fabrication.
- 53.4 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified, will be considered a substitution. Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.
- 53.5 Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of specific material or method.
- 53.6 Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance.
- 53.7 Approval of a substitution shall not relieve Contractor from responsibility for compliance with all requirements of this Agreement. Contractor shall bear the expense for any changes in other parts of the Work caused by any substitutions.

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53.8 If Owner rejects Contractor's substitute item on the first submittal, Contractor may make only one additional request for substitution in the same category.

54 EXPEDITING

54.1 Owner may, but is not obligated to, expedite the manufacture or delivery of equipment and material furnished by Contractor under this Agreement. Owner shall be allowed reasonable access to the shops, factories and other places of business of Contractor and its subcontractors and suppliers, for expediting purposes. As required by Owner, Contractor shall supply schedules and progress reports for Owner's use in expediting and Contractor shall cooperate with Owner and require its subcontractors and suppliers to cooperate with Owner in such expediting. Any expediting performed by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Agreement. The GMP will be reduced for Owner's cost in expediting any materials and equipment where such action is necessary in Owner's good faith opinion to recover time lost on the Construction Schedule attributable to Contractor or those for whom it is responsible.

55 LINES AND GRADES

55.1 Contractor shall complete the layout of all Work and shall be responsible for all requirements necessary for the execution of any Work in accordance with the locations, lines and grades specified or shown on the plans, subject to such modifications as Owner may require as Work progresses.

55.2 If Contractor or any of its subcontractors or any of their representatives or employees move or destroy or render inaccurate any survey control point, such control point shall be replaced at Contractor's expense and not as a Cost of the Work.

56 CONTRACTOR FURNISHED SHOP DRAWINGS, DATA AND CORRESPONDENCE

56.1 Review and permission to proceed by Owner or Design Professional as stated in this Agreement does not constitute acceptance or approval of design details, calculations, analysis, test methods, certificates or materials developed or selected by Contractor and does not relieve Contractor from full compliance with contractual obligations.

57 SHOP DRAWINGS

57.1 Contractor is and shall be responsible for planning and performance of the Work under this Agreement. Where shop drawings are required for (a) fabrication of Contractor furnished equipment; (b) installing Contractor furnished material or equipment; (c) planning and performance of the Work under this Agreement; such drawings shall be submitted by and at the expense of the Contractor before fabrication, installation or performance is commenced. Owner's review will normally be accomplished within thirty (30) days, and will not exceed ninety (90) days, based on the Contractor's submittal schedule portion of the Construction Schedule, as approved. Such drawings shall include, but not be limited to, match marks, erection diagrams and other details, such as field corrections for proper interconnection, installation, erection of the equipment, and performance of the Work.

57.2 For drawings greater in size than "8½ x 11", Contractor shall provide six (6) copies of a reproducible to the Owner at the expense of the Contractor. The Owner will be the sole judge of the adequacy of the quality of the reproducible and prints and may reject reproducible and/or prints on the basis of quality alone. Such drawings will not be folded, but will be transmitted in mailer rolls manufactured expressly for that purpose. The reproducible with the Owner's review comments will be returned to the Contractor.

57.3 A reproducible copy of drawings equal to or less than "8½ x 11" is not necessary, but seven (7) copies of the unfolded drawings must be transmitted to the Owner.

57.4 If the drawings show variations from the requirements of this Agreement, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Owner approves any such

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variation(s), it shall issue an appropriate Agreement modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

- 57.5 Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing number clearly indicated. If reference drawing numbers are used, the review data of such drawings shall be included. Drawings shall indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, i.e., rotating, reciprocating or intermittent sliding fits between shafts or stems and seals, guides and pivot pins. The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.
- 57.6 All drawings submitted by the Contractor shall be approved by the Contractor and, if required by the Contract Documents or the Applicable Laws, by a registered and licensed engineer on the face of each drawing to be reviewed, and shall be furnished in accordance with drawings and data requirements. Owner will conduct a review of Contractor's drawings and return them with comments, approval or rejection. Owner's approval shall not constitute agreement or ratification that the means and methods of construction utilized by Contractor will be successful or that plans meet applicable codes or are otherwise sufficient.
- 57.7 By approving and submitting shop drawings and samples, the Contractor represents that it has determined and verified all field measurements, field construction criteria, materials and other similar data, and that it has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents.

58 DATA AND CERTIFICATES

- 58.1 When data or certificates are required, nine (9) copies of each shall be submitted by Contractor. Such submittal shall be made not less than thirty (30) calendar days prior to the time that the materials represented by such data or certificates are needed for incorporation into any Work. Data and certificates shall be subject to a review period by Owner of up to twenty (20) days and material represented by such shall not be fabricated, delivered to the Project or incorporated into any Work without such review.
- 58.2 Certificates shall clearly identify the material being certified and shall include, but not be limited to, providing the following information: Contractor's name, project name, name of the item, manufacturer's name and reference to the appropriate drawing, technical specification section and paragraph number, all as applicable.
- 58.3 All data and certificates submitted by the Contractor shall be certified by the Contractor on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the technical specification on forms provided by the Owner.
- 58.4 Owner will conduct a review of Contractor's data and certificates and two copies marked with the review comments listed in Section 54.6 above, will be returned to the Contractor.

59 RESPONSIBILITY FOR WORK SECURITY

- 59.1 Contractor shall, as a Cost of the Work, at all times conduct all operations under this Agreement in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property. Contractor shall continuously inspect all its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.
- 59.2 Contractor shall comply with all Applicable Laws. Contractor shall cooperate with Owner on all security matters and shall promptly comply with any Project security requirements established by Owner. Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above noted items, nor shall it be construed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the Project.

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59.3 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner in a timely manner.

60 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

60.1 Contractor shall be responsible for and shall bear any and all risk of loss or damage to Work in progress, all materials delivered to the Project, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Agreement.

60.2 Permanent opening or thoroughness for the introduction of Work and materials to the structure and construction Project shall be protected so that upon completion, the entire Work will be delivered to the Owner in proper, whole and unblemished condition.

61 LABOR

61.1 Contractor and its subcontractors shall employ only competent and skilled personnel to perform the Work. Contractor shall, if requested to do so by Owner, remove or cause its subcontractors to remove from the Site and the Property any personnel of Contractor or its subcontractors whom Owner determines are unfit or incompetent to perform their assigned job duties, or are otherwise acting or working in violation of any provision of the Contract Documents or any site rules.

61.2 Work assignments and the settlement of jurisdictional disputes shall conform with either the rules, regulations and procedures of the plan for settlement of jurisdictional disputes in the construction industry, and any successor agreement thereto, or any other mutually established method of determining Work assignments and settling jurisdictional disputes.

61.3 Contractor shall comply with and shall cooperate with Owner in enforcing Site and work rules which directly affect the performance of the Work including but not limited to starting and quitting time, smoking regulations, check-in and check-out procedures, Property safety regulations and security regulations, emergency plans and procedures and daily cleanup.

62 SAFETY

62.1 Contractor shall be fully and solely responsible for conducting all operations under this Agreement at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property and in full compliance with all applicable rules and regulations governing such operations, including rules and regulations established by the Occupational Safety and Health Administration. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions.

62.2 Before starting the Work, Contractor shall submit to Owner a written Safety Program. Contractor shall have sole responsibility for implementing its safety program.

62.3 Before starting the Work, Contractor will appoint a full-time safety representative acceptable to the Owner, who shall have the authority and responsibility to implement the Contractor's safety program, and who shall participate in periodic safety meetings. Owner shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees.

62.4 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters. Contractor shall furnish safety equipment and enforce the use of such equipment by its employees.

62.5 Contractor shall maintain accurate accident and injury reports and shall furnish Owner a monthly summary of injuries and man-hours lost due to injuries.

62.6 Contractor shall maintain all portions of the Work in a neat, clean, safe and sanitary condition at all times.

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- 62.7 Contractor shall ensure that all subcontractors, without expense to Owner, comply with the foregoing provisions.
- 62.8 Contractor will comply with all rules and regulations (including security, safety, and substance abuse policies and procedures) as may from time to time be implemented by Owner for persons working on the Site.
- 62.9 Contractor is responsible for ensuring that its vehicles and those of its subcontractors, suppliers, and all others entering the Site on its behalf, are clean before leaving the Site to avoid tracking dirt, mud, rocks, debris, or other materials onto the roadways, and Contractor is responsible for cleaning any materials tracked onto the roadways by such vehicles.
- 62.10 Owner has the right to impose reasonable requirements and restrictions regarding the days and time of operations at the Site and the conduct of persons working on the Site. By way of example only and without limitation, Owner may restrict Site operations on weekends and during evening hours, and the Owner may prohibit use of radios at the Site or require that radios be kept at a moderate listening level and free of offensive content.
- 62.11 Contractor shall ensure that it and any subcontractors it may use at all times fully comply with all OSHA requirements and all other Applicable Laws regarding Property safety requirements.
- 62.12 Contractor shall ensure that all of its subcontractors whose activities may impact storm water discharges or controls at the Site will be a co-permittee with Contractor and shall be responsible for compliance with the SCDHEC Storm Water Pollution Prevention Plan (SWPPP) for this Project.
- 62.13 Contractor shall have a full-time on-Site English-speaking supervisor present on the Site throughout the construction, and Contractor shall provide Owner with the supervisor's name and contact information (including a cell phone number).
- 62.14 Contractor is responsible for receiving and storing materials at the Site.
- 62.15 Contractor shall take care not to damage any existing trees, paving, sidewalks and curbs or any other improvements.
- 62.16 Contractor shall take care not to damage or disturb silt fencing and other erosion control devices.
- 62.17 Contractor will ensure that Contractor and all of its subcontractors and suppliers at all times respect, preserve, protect, comply with all rules and regulations pertaining to, and avoid disturbing or damaging wetlands and other environmental sensitive areas.
- 62.18 The Contractor shall not utilize on the Site any subcontractor, employee, or other laborer who has a conviction or deferred-adjudication history of any crime that may pose a serious potential risk of injury to any person located upon the subject Site including, but not limited to, such crimes as rape, statutory rape, molestation, sexual assault, indecent exposure, indecency with a child, murder, assault, battery, and kidnapping.

63 PROJECT PROTECTION

- 63.1 Contractor shall maintain all such items of protection as provided in Article 62 in a satisfactory condition until removal is authorized by Owner.
- 63.2 Contractor, at its expense and not as a Cost of the Work, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to Owner.

64 FIRE PREVENTION

- 64.1 Contractor shall conform to all Applicable Laws pertaining to fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire casualty shall be the responsibility of the Contractor. This includes keeping the work area clear of all trash at all times.

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64.2 All tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires, except those required for performance of the Work, on the Project is strictly forbidden.

64.3 Contractor shall provide portable fire extinguishers compatible with the hazard of each Work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Contractor to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

65 PUMPING AND DRAINAGE.

65.1 Surface or subsurface water shall not be permitted to accumulate in excavations, except as provided by approved methods by the Applicable Laws and the governing authorities with jurisdiction. Should such conditions develop or be encountered, the water shall be controlled and suitably disposed of by means or methods approved by the Applicable Laws and the governing authorities with jurisdiction. It shall be the Contractor's responsibility to obtain any and all information as to surface or subsurface water conditions and requirements by agencies with jurisdiction, and Contractor shall not be relieved of any of its other requirements under this Agreement due to such conditions, nor shall Contractor be entitled to an extension of time or any other damages by reason of surface or subsurface water conditions.

66 DUST CONTROL

66.1 The Contractor, for the duration of this Agreement shall maintain all excavations, embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other Work areas free from dust. Industry accepted methods of dust control suitable for the area involved and approved by Owner will be permitted.

67 POLLUTION

67.1 Contractor shall exercise extreme caution and care to prevent the introduction of any hazardous substances, materials, or wastes into any soil, groundwater, stream, river, lake or other body of water in violation of the Applicable Laws.

67.2 Contractor shall so perform its Work as not to discharge into the atmosphere from any source whatsoever smoke, dust or other air contaminants in violation of the Applicable Laws.

67.3 Contractor will promptly remediate any pollution caused by Contractor's operations or negligence on the Site at its own cost and not as a Cost of the Work.

68 EXPLOSIVES

68.1 Contractor shall obtain all required Federal, State and local permits and licenses and shall be responsible for the proper handling, transporting, storage and use of explosives and shall, at its expense, make good any damage caused by its handling, transporting, storage and use of explosives. Use of explosives shall be subject to prior, written approval by Owner. Further, Owner shall have the right to designate no explosive use areas, or to limit the use of explosives. All blasting shall be coordinated with Owner's blasting consultant. Contractor shall submit daily blasting records to Owner.

69 LIMITATION OF LIABILITY

69.1 Notwithstanding anything to the contrary in the Contract Documents, no present or future constituent partner in, or agent of Owner, nor any shareholder, officer, director, employee, member, trustee, beneficiary or agent of any corporation or trust that is or becomes a constituent partner in Owner, shall be personally liable, directly or indirectly, under or in connection with the Contract Documents, or any document, instrument or certificate securing or otherwise executed in connection with the Contract Documents, or any amendments or modifications to any of the foregoing made at any time or times, heretofore or hereafter; and the subcontractor

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and each of its successors and assignees waives and does hereby waive any such personal liability. For purposes of the Contract Documents, and any such instruments and certificates, and any such amendments or modifications, neither the negative capital account of any constituent partner in Owner, nor any obligation of any constituent partner in Owner to restore a negative capital account or to contribute capital to Owner or to any other constituent partner in Owner, shall at any time be deemed to be the property or an asset of Owner or any such other constituent partner (and neither Contractor nor any of its successors or assignees shall have any right to collect, enforce or proceed against or with respect to any such negative capital account or partner's obligation to restore or contribute). As used in this Section, a "constituent partner" in Owner shall mean any direct partner in Owner and any person or entity that is a partner in any partnership that, directly or indirectly through one or more other partnerships, is a partner in Owner.

70 TESTING

70.1 Unless otherwise provided in this Agreement, shop testing of materials or Work shall be performed by Contractor in conformance with the Contract Documents. Field testing of materials or Work shall be performed by Contractor. Should tests, in addition to those required by the Specifications, be desired by Owner or any applicable regulatory agency, Contractor will be advised in reasonable time to permit such testing. Such additional tests will be at Owner's expense, except as such additional tests are required due to Contractor's Work or materials. In this event, such additional (re-test) tests shall be at Contractor's expense.

70.2 Contractor shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or Work in place, including reasonable stoppage of Work during testing.

71 CLEANING UP

71.1 Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall satisfactorily dispose of all plant, buildings, rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the Owner may perform such work and deduct its cost and expenses from the GMP.

72 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

72.1 Contractor shall make its own arrangements for disposal of materials outside the Project limits.

72.2 When any material is to be disposed of outside of the Site, Contractor shall first obtain a written permit from the property owner on whose property the disposal is to be made and Contractor shall file, in writing, with Owner said permit or the certified copy thereof, together with a written release from the property owner absolving the Owner of any and all responsibility in connection with the disposal of material on said property. When material is disposed of as above provided and the disposal location is visible from the Project, Contractor shall dispose of the material in a neat and uniform manner to the satisfaction of Owner.

73 COMMERCIAL ACTIVITIES

73.1 Contractor shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by Owner. Contractor shall not allow its employees to engage in any commercial activities on the Project.

74 PROJECT SIGNS

74.1 With the exception of the right reserved by the Owner to erect a sign in connection with the Project and unless otherwise provided in the Contract Documents, the Contractor shall not display or permit to be displayed on or

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about the Project, any sign, trademark, poster or other advertising or identifying device, without prior written approval of Owner.

75 PUBLICITY AND ADVERTISING

75.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Agreement or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from Owner.

76 PROTECTION OF EXISTING PROPERTY

76.1 Contractor shall conduct its operations so as not to damage, close or obstruct any improvement, utility installation, highway, road or other property unless and until permits therefor have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations Contractor shall, at its expense and not as a Cost of the Work, make such repairs and provide such temporary signage, barricades, guides, lights and other signals as necessary or required for safety and as are acceptable to Owner.

76.2 Unless otherwise specifically provided in this Agreement, Contractor shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or other structure nor enter upon lands in their natural state until approved by Owner. Thereafter, and before it begins such Work, Contractor shall give due notice to Owner of its intention to start such Work. Contractor shall not be entitled to any extension of the Contract Time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the Project.

76.3 Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the Project which, as determined by Owner, do not reasonably interfere with the performance of this Agreement. Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its Work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Contractor and not reimbursed as a Cost of the Work.

77 ILLUMINATION

77.1 When any Work is performed at night or where daylight is unavailable or obscured, Contractor shall provide artificial light sufficient to permit Work to be carried on efficiently, inspection. During such time periods the access to the place of Work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points and shall be kept as far as possible from telephone wires, signal wires and wires used for firing blasts.

78 NOTICES

78.1 No notice will be effective unless and until sent in the manner set forth herein.

78.2 Written notice to the other Party must be sent to the attention of the individual(s) at the address(es) set forth in Section 78.2 of the Key Business Terms, as may be changed by the applicable Party upon ten (10) days written notice to the other Party.

78.3 Written notice must be sent by express mail (overnight delivery), courier or certified mail, postage prepaid, with a return receipt requested. All notices will be deemed effective upon actual receipt if (a) delivered personally (b) mailed by certified mail, or (c) mailed by express mail, overnight delivery service; provided, however, the effective date of any properly addressed notice will be deemed to be one day after notice is sent. The effective date of notice will be deemed to be the first date of an attempted delivery if the notice was properly addressed and the recipient Party either refused delivery, failed to inform the sending Party of a change in address, or delivery could not be made for reasons not attributable to the sending Party. The designated address for

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delivery of notice must include a street address, suite number (if applicable), city, state and zip code. If a notice address does not include such information, the notice address for such party shall be the prior proper address.

79 GOVERNING LAW AND INTERPRETATION

79.1 This Agreement shall be governed by the laws of the State of Florida, notwithstanding its conflict of laws principles.

79.2 This Agreement represents a negotiated arms' length transaction between the Parties. No inference or presumption will be drawn against either Party as the drafter of all or a portion of the Contract Documents.

79.3 The invalidity of any provision of the Contract Documents will not invalidate the entire Contract or its remaining terms. If any provision of the Contract Documents violates any Applicable Law or public policy, or is otherwise invalid or unenforceable, then to the full extent allowed by the Applicable Law, an arbitrator or a court will revise that provision to the extent necessary to make it lawful, within public policy, and enforceable and to give effect to the Parties' intentions for agreeing to such provision. Provisions that cannot be revised will be deemed severed from the Contract Documents from the remainder of the Contract Documents.

79.4 In the interest of brevity, the Contract Documents omit modifying words such as "all" or "any" and articles such as "the" and "an", but the inclusion of such modifies and articles in one provision and their exclusion in other provisions will not affect the interpretation of either provision. Use of the words "including" will mean "including but limited to" and in no event be interpreted to limit any general statement, term, or matter to the specific items listed.

80 RIGHTS AND REMEDIES

80.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

80.2 Those provisions of this Agreement which by their very nature, survive final acceptance under this Agreement, shall remain in full force and effect after completion, abandonment, or termination, including without limitation all representations, warranties, indemnities, insurance, and bond requirements.

81 SUCCESSORS, ASSIGNS AND ASSIGNMENT

81.1 Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements and obligations contained in this Agreement. It is agreed that Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement or its right, title and interest in and to the same or any part thereof, without previous consent of Owner and concurred to by the Surety.

81.2 It is understood that if Owner assigns its rights and obligations hereunder, Contractor agrees that it shall complete the Work for the assignee under the same terms and conditions. Any entity which may succeed to the rights of the Owner shall be entitled to enforce the rights and obligations of Owner.

81.3 Notwithstanding anything to the contrary contained herein, Owner may assign and transfer its rights and obligations related to or arising out of this Agreement to any other corporation, partnership or other entity and upon such assignment, Owner's shall have no further obligations or liability for any claims or actions relating to this Agreement which arise on or after the date of the assignment.

82 EXAMINATION OF CONTRACTOR'S RECORDS/ACCOUNTING RECORDS

82.1 Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the system shall be satisfactory to the Owner.

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82.2 During the progress of the Work, Contractor agrees to furnish Owner a copy of its monthly report (showing costs incurred for the preceding month and dollars disbursed to the date thereof) and at least quarterly will furnish an updated report showing anticipated monthly draws through completion. Contractor will provide a final accounting of all Cost of the Work with its application for final payment.

82.3 For four (4) years after final payment under this Agreement, Owner will have access to, and the right to examine, audit, and copy any books, correspondence, subcontracts, purchase orders, documents, receipts, vouchers, payrolls, payment ledgers, memoranda, papers and records of the Contractor in both physical and electronic forms, including metadata, arising out of or relating in any way to the Cost of the Work. Contractor will reimburse Owner for any over-payment discovered as a result of such examination and audit, even if conducted after final payment.

83 ATTORNEYS' FEES

83.1 In the event of litigation or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to collect reasonable attorneys' fees, paralegal fees, and expert fees, from the non-prevailing party and costs and expenses of such litigation or arbitration, whether at the trial level or on appeal.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.

OWNER:

Thomas Jinks
By: Thomas Jinks (Jan 17, 2023 09:39 EST)
Name: Thomas Jinks
Title: Sr Manager, Real Estate Development

CONTRACTOR:

John Anderson
By: John Anderson (Jan 16, 2023 07:39 EST)
Name: John Anderson
Title: Regional Manager

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PROJECT NAME: Wildlight 4B & 8A Amenity Landscape & Irrigation ; **PROJECT NUMBER:** CN-22-00027 ("Project")

Exhibit "A"

The Key Business Terms

The following terms and conditions will supplement or, if applicable, replace the indicated provisions in the Agreement; all other terms and conditions of the Agreement will remain effective.

The Parties to this Agreement are Wildlight LLC, a Florida limited liability company ("Owner"), whose principal place of business is 1 Rayonier Way, Wildlight, FL 32097, and The Greenery, Inc. DBA The Greenery of North Florida II, Inc., a South Carolina corporation ("Contractor"), whose principal place of business is 93 Arrow Road, Hilton Head Island, SC 29928 (individually each is a "Party" and collectively they are both "Parties").

PROPERTY: The Project is located at the street address 151 & 470 Crosstown Blvd., as designated for the City of Wildlight, County of Nassau in the State of Florida, and more particularly described in the "**Property Description**", which is attached to the Agreement as **Exhibit "B"** ("Property").

SITE: The Site IS IS NOT the entire Property. In the event that the Site is not the entire Property, the Site is a portion of the Property designated as follows:
 , or by Owner.

DESIGN PROFESSIONAL: The Design Professional for the Project is England-Thims & Miller, Inc., a corporation, formed under the laws of the State of Florida ("Design Professional"), whose principal place of business is 14775 Old St. Augustine Road, Jacksonville, FL 32258.

Owner may replace the Design Professional at any time in accordance with its agreement with the Design Professional by providing written notice to Contractor, in which event the replacement design professional will be considered the Design Professional on a going forward basis.

3 CONTRACT DOCUMENTS

3.1.6 Other Contract Documents, if any, consist of the following documents:

- .1 N/A;
- .2 N/A;

5 CONTRACT PRICE

5.1 Contractor's Fee will be N/A percent (N/A%) of the actual Cost of the Work, or the lump sum amount of N/A US Dollars (\$N/A), as may be adjusted only in strict conformance with Article 23 of the Agreement.

Contractor guarantees that the Contract Price will not exceed the maximum price of Three Hundred Fifty Seven Thousand, Three Hundred Fifteen and 57/100 U .S. Dollars (\$357,315.57) (the "Guaranteed Maximum Price" or "GMP"), as may be adjusted only in strict conformance with Article 23 of the Agreement.

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5.4.1 The Cost of the Work will include the pro-rata portion of the actual salaries paid to the following approved personnel, if any, employed by Contractor who are stationed at offices other than the Site office when performing services exclusively for the benefit of Owner and the Project:

- .1 N/A;
- .2 N/A;

6 PAYMENT AND PERFORMANCE BONDS

6.1 (Check one of the following) Contractor WILL WILL NOT provide payment and performance bonds to the Owner for this Contract.

7 CONTRACT TIME

7.3 The Commencement Date for the Work (the "Commencement Date") will be determined as follows:

- Contractor commenced Work on _____, 20____. All such Work is subject to the terms and conditions of the Contract Documents, and any payments made by Owner in connection with such Work will be credited against the GMP.
- Contractor will commence the Work within seven (7) days after Owner provides Contractor with a written Notice to Proceed.
- Contractor will commence the Work on _____, 20____.

7.4 Contractor is obligated to achieve the following milestones within the times or dates indicated

Number	Description of required milestone achievement	Specific date/calendar days
1.	Substantial Completion 4B	Forty Two (42) calendar days
2.	Substantial Completion 8A	Twenty Eight (28) calendar days

The Contract Time is seventy (70) calendar days from the Commencement Date or the date of _____, 20____, as may be adjusted only in strict conformance with Article 23 of the Agreement.

12 SUBSTANTIAL COMPLETION

12.1 The "Substantial Completion Date" is the date upon which Contractor is obligated to achieve Substantial Completion of the entire Work.

13 LIQUIDATED DAMAGES

13.1 LIQUIDATED DAMAGES FOR DELAY apply do NOT apply: If and to the extent that Liquidated Damages apply to this Agreement, Contractor will be liable for and shall pay to the Owner an amount equal to N/A U.S. Dollars (\$N/A) per calendar day for each day after expiration of the Contract Time until Contractor achieves Substantial Completion of the entire Work ("Liquidated Damages"). Notwithstanding the foregoing, Owner may, at its option, deduct the Liquidated Damages from any payment otherwise due Contractor, and reduce the GMP accordingly. In no event will Contractor's payment of Liquidated Damages be considered a Cost of the Work or a valid use of any Contingency. Contractor acknowledges that the Liquidated Damages are a reasonable estimate at the time of contracting of Owner's actual delay damages, and that Owner's actual delay damages would be extremely difficult or impossible to measure at the time of breach. In no event will Contractor take the position that the Liquidated Damages are an unenforceable penalty. The Liquidated Damages will be Owner's exclusive remedy for Contractor's failure to achieve Substantial Completion within the Contract Time; provided, however, the availability of Liquidated Damages will in no event preclude Owner from exercising other right under the Agreement, including without limitation, Owner's termination rights and rights to recover damages resulting from causes other than Contractor's failure to achieve Substantial Completion within the Contract Time.

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22 CHANGES

22.3 Contractor's sole markup for all Changes in the Work shall be limited to the following:

- 22.3.1 Changes to the Work performed by Contractor: Contractor's maximum markup for overhead, general conditions, and profit will be ten percent (10%) of the direct Cost of the Work for the categories identified in Section 22.2;
- 22.3.2 Changes to the Work performed by subcontractors: Contractor's maximum markup for overhead, general conditions, and profit will be six percent (6%) of the direct Cost of the Work for the categories identified in Section 22.2; and the maximum markup for overhead, general conditions, and profit paid to any subcontractor will be six percent (6%) of the subcontractor's direct Cost of the Work for the categories identified in Section 22.2;
- 22.3.3 Adjustment to the costs of premiums for bonds will be one percent (1%) of the direct Cost of the Work for the categories identified in Section 22.2; and
- 22.3.4 Adjustment to the costs of premiums for insurance will be one percent (1%) of the direct Cost of the Work for the categories identified in Section 22.2.

78 NOTICE

78.2 Written notice must be sent and addressed to the Parties, as follows:

OWNER:	Wildlight LLC Attn: Tommy Jinks 1 Rayonier Way Wildlight, FL 32097 Facsimile: (904) 261-9322 Email: tommy.jinks@wildlight.com
with a copy to:	Rayonier Inc. Attn: Law Department 1 Rayonier Way Wildlight, FL 32097 Facsimile # (904) 261-2107 Email: legalnotice@rayonier.com
CONTRACTOR:	The Greenery, Inc. DBA The Greenery of North Florida II, Inc. Attn: Rick Sotiropoulos 93 Arrow Road Hilton Head Island, SC 29928 Facsimile: (843) 785-4181 Email: RickSotiropoulos@thegreeneryinc.com

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Exhibit "B"

Property Description

Recreation And/Or Community Amenity Tracts 2 and 3 of the East Nassau - PDP 3 /
Pod 4 North Plat as recorded in the official records of
Nassau County, Florida, Plat Book 2539, Page 1789

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Exhibit "C"

List of Plans and Specifications

List of Plans and Specifications included as
"Exhibit C – List of Plans & Specifications"

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EXHIBIT 'C'
LIST OF PLANS & SPECIFICATIONS

DOCUMENT	DATE	REV.	VENDOR
Wildlight PDP #3 - Parcel 4B & Parcel 8A Parks Landscape Architecture Documents	4/21/2022	0	England-Thims & Miller, Inc.

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Exhibit "D"

Insurance Requirements

Insurance Requirements are further detailed in the included
"Exhibit D – General 4 – Insurance Form"

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**EXHIBIT D
GENERAL 4 - INSURANCE FORM**

Contractor must have proof of insurance. Owner requirements are as follows:

Additional Insured:

Rayonier Inc. its subsidiaries and subsidiaries thereof
1 Rayonier Way
Wildlight, FL 32097

General Liability (Including: Aircraft Liability Insurance, if applicable, Product Liability/ Completed Operations, Contractual Liability)		
	Each Occurrence	\$ 1,000,000
	Damage to Rented Premises (Each Occurrence)	\$
	Med Exp (Any one person)	\$
	Personal & Adv Injury	\$ 1,000,000
	General Aggregate	\$ 2,000,000
	Products – Comp/Op Agg	\$ 2,000,000
Automobile Liability (Including Owned, Non-Owned and Hired Vehicles)		
	Combined Single Limit (Ea accident)	\$ 1,000,000
	Bodily Injury (Per person)	\$
	Bodily Injury (Per accident)	\$
	Property Damage (Per accident)	\$
Worker's Compensation		
	WC Statutory Limits	Statutory
Employer's Liability (1)		
	Each Accident	\$ 1,000,000
	Disease (Ea Employee)	\$ 1,000,000
	Disease (Policy Limit)	\$ 1,000,000
Professional Liability (if Applicable)		
	Each Occurrence	\$ 1,000,000
Pollution Legal Liability (if Applicable)		
	Each Occurrence	\$ 1,000,000
Umbrella (Excess Liability)		
	Each Occurrence	\$ 5,000,000

Note: The foregoing minimum levels of liability insurance may be evidenced by a primary insurance policy on or by the combination of primary and umbrella (excess) liability policies.

Evidence of Compliance with Insurance Requirements

Prior to commencing Work or entering property or facilities of Owner, Contractor shall secure such insurance as necessary to comply with the foregoing requirements and will provide a Certificate of Insurance evidencing the policies in effect for the duration of the Agreement. Under the Professional Liability Insurance requirements, Architect's and Engineer's coverage will be endorsed to include contractual liability. The Certificate of Insurance will further evidence that **RAYONIER INC. its subsidiaries and subsidiaries thereof** has been **NAMED AS AN ADDITIONAL INSURED** under the General Liability Policy, and that Owner will be given thirty (30) days written notice prior to cancellation or material change to any policy evidenced. If the General Liability coverage evidenced is written on a "Claims Made" basis, the certificate will so evidence along with stating the "Retroactive Date" contained in the policy. To be acceptable the "Retroactive Date" must be prior to the commencement of any contract with Owner. Waiver of Subrogation language for all policies shall be in favor of "Rayonier Inc. its subsidiaries and subsidiaries thereof". Prior to commencing work, it is required that Rayonier be named as the certificate holder on the liability policies, ensure that broker/agent includes the following certificate holder language:

Rayonier Inc. its subsidiaries and subsidiaries thereof
Insurance Compliance
PO Box 100085 - R7
Duluth, GA 30096

Please email copies of certificates of insurance to: rayonier@ebix.com

IMPORTANT

No contractor or company shall commence Work or enter upon the property or facilities of Owner, its Division or Subsidiaries, until a Certificate of Insurance as above discussed has been received by Owner.

(1) If covered by Washington L&I for workers' compensation, "Stop Gap" coverage must be provided to meet the employer's liability requirement

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Exhibit "E"

Unit Prices, Pricing Index, and Allowances

Pricing detailed in the included
"Exhibit E – Wildlight Parks and Trails", dated May 18, 2022

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EXHIBIT E



Wildlight Parks and Trails

Location: Crosstown Blvd, SR200 and Curiosity, Yulee, FL

Proposal Date: 5/18/2022
 Proposal #: 38689
 Submitted By: Rick Sotiropoulos

WLD - PDP #3 Parks

DESCRIPTION	QTY	SIZE	UNIT PRICE	EXT PRICE	TOTAL PRICE	NOTES
Site Preparation					\$12,776.22	
Site Prep	1.00	LS	\$3,317.76	\$3,317.76		
Fine Grading	213,788.00	SF	\$0.03	\$6,772.80		
Pre-emergent Herbicide Application	47,884.00	SF	\$0.02	\$1,165.02		
Transitional Maintenance	1.00	LS	\$1,520.64	\$1,520.64		
Irrigation - Parcel 4B					\$48,206.81	
Controller	1.00	EA	\$4,411.54	\$4,411.54		
1 1/2" Mainline	1,820.00	FT	\$4.50	\$8,189.27		
1" Spray Zone	1.00	EA	\$1,931.09	\$1,931.09		
1" Rotor Zone	2.00	EA	\$2,076.14	\$4,152.28		
1" Tree Bubblers Zone	4.00	EA	\$2,071.57	\$8,286.28		
1" Blank Drip Zone	6.00	EA	\$3,539.39	\$21,236.35		
Irrigation - Parcel 8A					\$27,201.57	
Controller	1.00	EA	\$4,411.54	\$4,411.54		
1 1/2" Mainline	680.00	FT	\$4.50	\$3,059.73		
1" Spray Zone	3.00	EA	\$1,907.14	\$5,721.41		
1" Tree Bubblers Zone	2.00	EA	\$1,695.36	\$3,390.71		
1" Blank Drip Zone	3.00	EA	\$3,539.39	\$10,618.18		
Trees					\$120,754.92	
Florida Flame Red Maple - 3" cal	12.00	3 IN	\$746.72	\$8,960.64		
Magnolia 'DD Blanchard' - 12-14'	9.00	12-14 FT	\$767.84	\$6,910.56		
Slash Pine - 3" cal	18.00	3 IN	\$442.72	\$7,968.96		
Nuttall Oak - 3" cal	5.00	3 IN	\$626.72	\$3,133.60		
Live Oak - 3" cal	59.00	3 IN	\$626.72	\$36,976.48		
Live Oak - 6" cal	4.00	6 IN	\$2,467.20	\$9,868.80		
Bald Cypress - 3" cal	11.00	3 IN	\$626.72	\$6,893.92		
Winged Elm - 3" cal	2.00	3 IN	\$626.72	\$1,253.44		
Loblolly Bay - 15 Gal	5.00	15 Gallon	\$122.56	\$612.80		
Crape Myrtle 'Natchez' - 12-14'	14.00	12-14 FT	\$527.84	\$7,389.76		
Sabal Palm H/C - 12' CT	24.00	10 - 16 FT	\$403.84	\$9,692.16		
Sabal Palm H/C - 14' CT	1.00	10 - 16 FT	\$403.84	\$403.84		
Sabal Palm H/C - 16' CT	20.00	10 - 16 FT	\$403.84	\$8,076.80		
Sabal Palm H/C - 8' CT	8.00	10 - 16 FT	\$403.84	\$3,230.72		
Tree Staking <4" cal	112.00	EA	\$39.46	\$4,419.07		

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EXHIBIT E

Tree Staking >4" cal	4.00	EA	\$65.73	\$262.91
Palm Staking Kit	53.00	EA	\$88.69	\$4,700.46

Shrubs **\$78,956.15**

Saw Palmetto Silver - 7 Gal	6.00	7 Gallon	\$84.19	\$505.15
Illicium 'Florida Sunshine' - 3 Gal	322.00	3 Gallon	\$29.46	\$9,484.83
Compact Inkberry - 3 Gal	206.00	3 Gallon	\$23.94	\$4,930.82
Ilex 'Schillings Dwarf' - 3 Gal	568.00	3 Gallon	\$17.14	\$9,733.25
Itea 'Henry's Garnet' - 3 Gal	228.00	3 Gallon	\$21.54	\$4,910.21
Fetterbush - 3 Gal	137.00	3 Gallon	\$20.74	\$2,840.83
Muhly Grass Pink - 1 Gal	1,922.00	1 Gallon	\$8.77	\$16,852.10
Rose 'Red Drift' - 3 Gal	142.00	3 Gallon	\$23.94	\$3,398.91
Cord Grass - 1 Gal	232.00	1 Gallon	\$8.77	\$2,034.18
Saw Palmetto Green - 3 Gal	181.00	3 Gallon	\$24.74	\$4,477.22
Fakahatchee Dwarf - 1 Gal	365.00	1 Gallon	\$9.57	\$3,492.32
Viburnum Sweet - 3 Gal	137.00	3 Gallon	\$17.14	\$2,347.63
Viburnum 'Mrs. Schillers Delight' - 3 Gal	814.00	3 Gallon	\$17.14	\$13,948.70

Grasses and Groundcovers **\$10,277.02**

Juniper Blue Pacific - 3 Gal	189.00	3 Gallon	\$17.14	\$3,238.70
Liriope 'Big Blue' - 4" PT	1,231.00	4" PT	\$2.91	\$3,580.59
Black-Eyed Susan - 4" PT	262.00	4" PT	\$3.89	\$1,017.89
Scarlet Sage - 1 Gal	123.00	4" PT	\$9.57	\$1,176.86
Blue Porterweed - 1 Gal	132.00	1 Gallon	\$9.57	\$1,262.98

Sodding **\$49,907.97**

Slash Pine Seedlings	29,902.00	SF	\$0.07	\$2,024.37
Bahia Grass Sodding	94,333.00	SF	\$0.40	\$37,733.20
Empire Zoysia - Sodding	11,967.00	SF	\$0.60	\$7,180.20
Argentine Bahia Grass & Bermuda Grass Seed Mix	29,702.00	SF	\$0.10	\$2,970.20

Mulching **\$9,234.91**

Pine Straw Mulching	47,884.00	SF	\$0.19	\$9,234.91
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Total **\$357,315.57**

Proposal based on PDP#3 Parcels 4B & 8A Common Areas Landscape Plan set dated: February 2022

*Irrigation Sleeving EXCLUDED(available upon request)

CB-22-00027 - The Greenery, Inc. - ABM - c122022
RQ 144064 / ZD 81590

EXHIBIT E

GENERAL BID NOTES and CONDITIONS

This proposal/budgetary pricing is based on our best estimate from the plan and documents provided.
Additional pricing may be available for items outside the base scope of work, see *ALTERNATES*.
Pricing is subject to change if letter of intent, contract or executed contract is not received within 30 days of the date of this proposal.
Pricing is based on a single mobilization unless otherwise noted. Phasing or multiple mobilizations on this project may have additional cost implications.
The Greenery Inc. will be responsible for all public utility locations. Any private utility line locates outside normal location services is *EXCLUDED* and the responsibility of the owner.
Any necessary Bonding and Permitting is *EXCLUDED* from the proposal unless otherwise noted in the above cost schedule.
An initial mobilization fee, as itemized on the Schedule of Values and will be included in the initial billing or in the deposit schedule if applicable.
Unit pricing disclosed above shall not apply to Field Change Orders unless otherwise agreed upon.
The Greenery Inc reserves the right to file mechanics liens on all unpaid invoices over 60 days past due.

ESCALATION CLAUSE

The contract price for this construction project has been calculated based on the current prices for material, equipment, energy and existing scale of wages.
However, the market for these items specified is volatile, and sudden price increases could occur.
The Greenery, Inc. agrees to use its best effort to obtain the lowest possible prices from execution of this contract. A change in price of an item of material, equipment, energy and existing scale of wages will be adjusted by Change Order at time of applicable work.

LANDSCAPE NOTES and EXCLUSIONS

Top Soil and Rough Grading +/- 1"/10' is *EXCLUDED* from this proposal unless otherwise noted in the above cost schedule.
Landscape Site Preparation, Clearing, Pruning and Tree Work is *EXCLUDED* from this proposal unless otherwise noted in the above cost schedule.
Due to volatility in tree pricing and availability, pricing is subject to change outside the valid bid date.
Tree and Plant Specifications are seasonally dependent and subject to ASNS (American Standards for Nursery Stock) ANSI Z60.1-2014 Standards and may differ from Plan Schedule Specifications.
A Planting Guarantee shall apply to plantings under a contiguous maintenance agreement with The Greenery Inc.
The Planting Guarantee shall not apply to plants the loss of which is due to abuse, vandalism, animal, fire, lightning, hail, vehicular, freeze, owner neglect, or acts of God.
Plantings not under automated irrigation or transplanted plantings are not covered under the Planting Guarantee.
Staking of Trees and Palms is to be done as needed or as field directed unless otherwise noted in the above cost schedule.
A Transitional Maintenance Period as described in the above cost schedule.
Maintenance for trees, shrubs, groundcovers and grassing beyond the Transitional Maintenance Period shall be proposed under separate contract agreement and is *EXCLUDED* from this scope of work.
A full range Maintenance Management proposal is available upon request.

IRRIGATION and LIGHTING NOTES and EXCLUSIONS

The required power supply for associated controllers and components are *EXCLUDED* from this scope of and are to be provided by others unless otherwise noted.
The required water source and RPZ is *EXCLUDED* from this proposal unless otherwise note. A standard Backflow Prevention Device is included unless otherwise noted.
Sleeving, Boring and Jetting is *EXCLUDED* unless otherwise noted. Alternate sleeving, if selected, assumes installation prior to road-base being laid and limits clarified by others.

CB-22-00027 - The Greenery, Inc. - ABM - c122022
RQ 144064 / ZD 81590

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

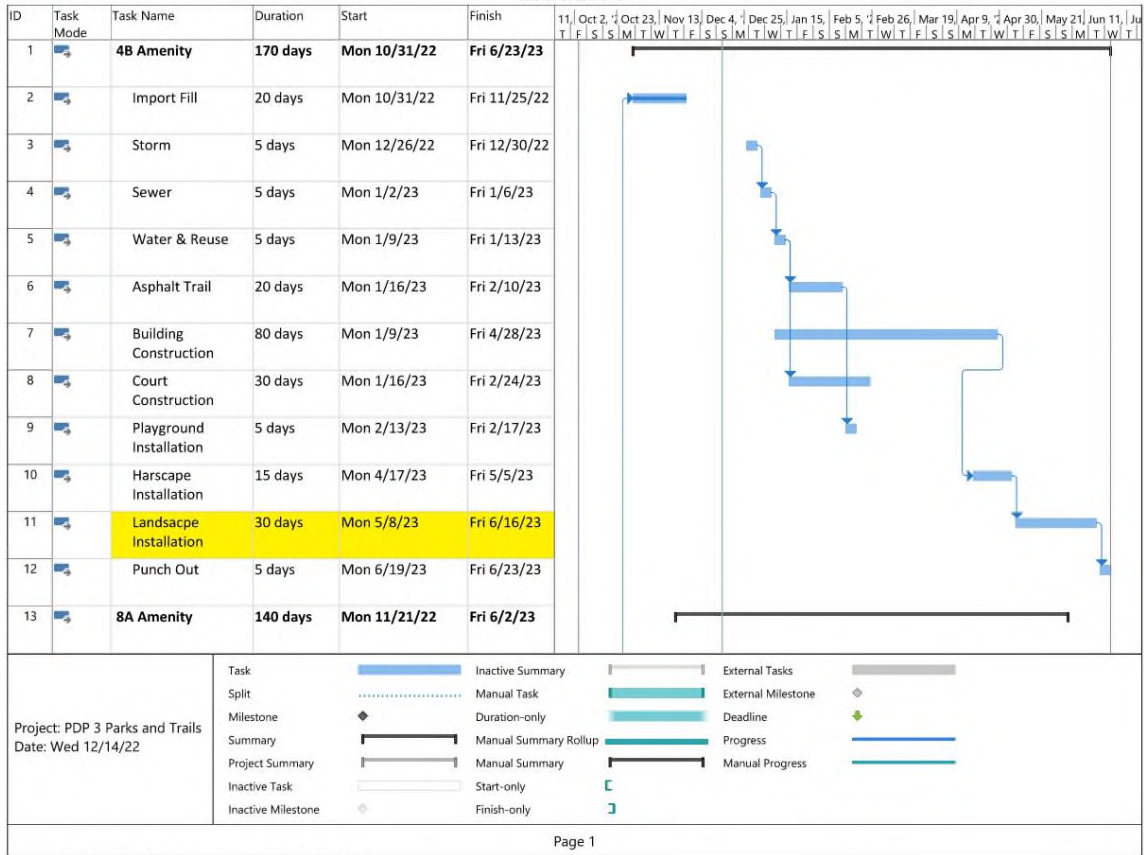
Exhibit "F"

Construction Schedule

Construction Schedule detailed in the included
"Exhibit F –Project: PDP 3 Parks and Trails", dated December 14, 2022.

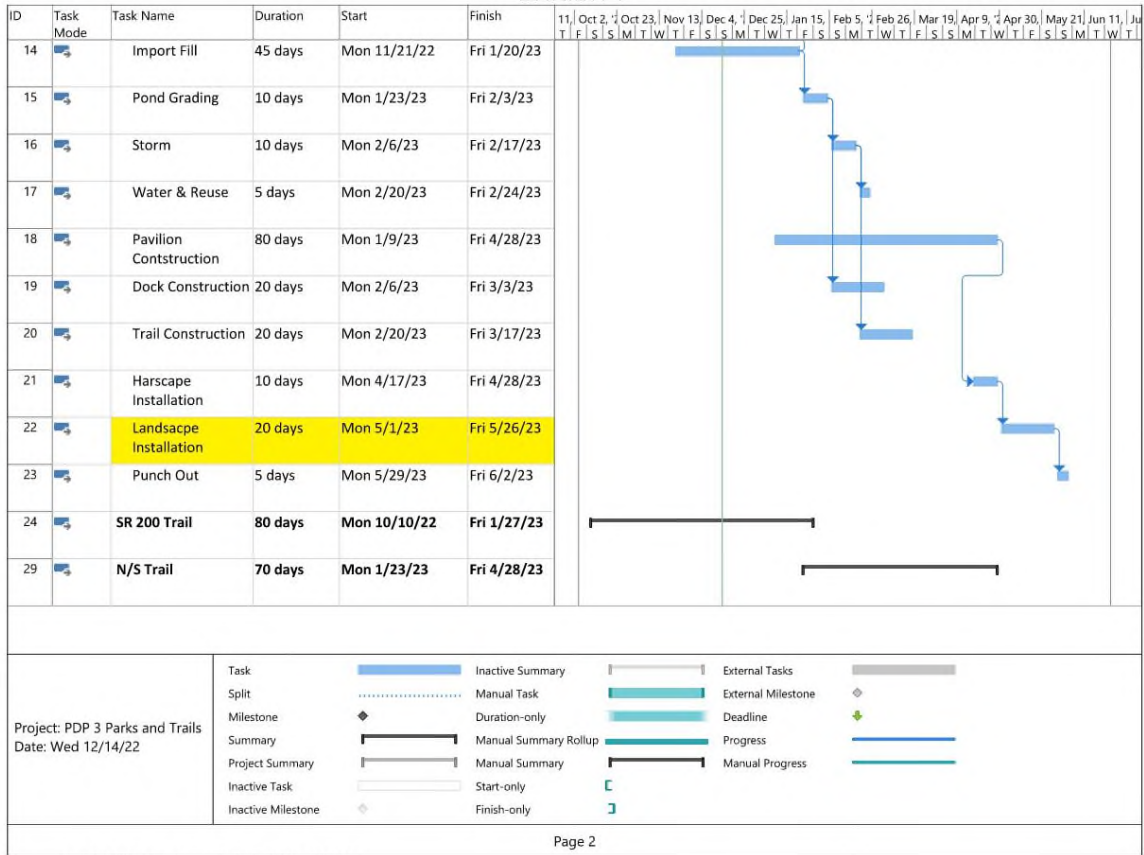
CB-22-00027 - The Greenery, Inc. - ABM - c122022
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EXHIBIT F



CB-22-00027 - The Greenery, Inc. - ABM - c122022
 RQ 144064 / ZD 81590

EXHIBIT F



CB-22-00027 - The Greenery, Inc. - ABM - c122022
RQ 144064 / ZD 81590

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "G"

Draw Schedule

Draw Schedule detailed in the included
"Exhibit G – Draw Schedule"

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RQ 144064 / ZD 81590

EXHIBIT G
Draw Schedule

Month	% Complete	Gross Billing Amount
May	75%	\$ 267,986.67
June	25%	\$ 89,328.89
	100%	\$ 357,315.56

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**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "H"

Schedule of Values

Schedule of Values detailed in the included
"Exhibit H – Wildlight Parks and Trails", dated May 18, 2022

CB-22-00027 - The Greenery, Inc. - ABM - c122022
RQ 144064 / ZD 81590

EXHIBIT H



Wildlight Parks and Trails

Location: Crosstown Blvd, SR200 and Curiosity, Yulee, FL

Proposal Date: 5/18/2022
 Proposal #: 38689
 Submitted By: Rick Sotiropoulos

WLD - PDP #3 Parks

DESCRIPTION	QTY	SIZE	UNIT PRICE	EXT PRICE	TOTAL PRICE	NOTES
Site Preparation					\$12,776.22	
Site Prep	1.00	LS	\$3,317.76	\$3,317.76		
Fine Grading	213,788.00	SF	\$0.03	\$6,772.80		
Pre-emergent Herbicide Application	47,884.00	SF	\$0.02	\$1,165.02		
Transitional Maintenance	1.00	LS	\$1,520.64	\$1,520.64		
Irrigation - Parcel 4B					\$48,206.81	
Controller	1.00	EA	\$4,411.54	\$4,411.54		
1 1/2" Mainline	1,820.00	FT	\$4.50	\$8,189.27		
1" Spray Zone	1.00	EA	\$1,931.09	\$1,931.09		
1" Rotor Zone	2.00	EA	\$2,076.14	\$4,152.28		
1" Tree Bubbler Zone	4.00	EA	\$2,071.57	\$8,286.28		
1" Blank Drip Zone	6.00	EA	\$3,539.39	\$21,236.35		
Irrigation - Parcel 8A					\$27,201.57	
Controller	1.00	EA	\$4,411.54	\$4,411.54		
1 1/2" Mainline	680.00	FT	\$4.50	\$3,059.73		
1" Spray Zone	3.00	EA	\$1,907.14	\$5,721.41		
1" Tree Bubbler Zone	2.00	EA	\$1,695.36	\$3,390.71		
1" Blank Drip Zone	3.00	EA	\$3,539.39	\$10,618.18		
Trees					\$120,754.92	
Florida Flame Red Maple - 3" cal	12.00	3 IN	\$746.72	\$8,960.64		
Magnolia 'DD Blanchard' - 12-14'	9.00	12-14 FT	\$767.84	\$6,910.56		
Slash Pine - 3" cal	18.00	3 IN	\$442.72	\$7,968.96		
Nuttall Oak - 3" cal	5.00	3 IN	\$626.72	\$3,133.60		
Live Oak - 3" cal	59.00	3 IN	\$626.72	\$36,976.48		
Live Oak - 6" cal	4.00	6 IN	\$2,467.20	\$9,868.80		
Bald Cypress - 3" cal	11.00	3 IN	\$626.72	\$6,893.92		
Winged Elm - 3" cal	2.00	3 IN	\$626.72	\$1,253.44		
Loblolly Bay - 15 Gal	5.00	15 Gallon	\$122.56	\$612.80		
Crape Myrtle 'Natchez' - 12-14'	14.00	12-14 FT	\$527.84	\$7,389.76		
Sabal Palm H/C - 12' CT	24.00	10 - 16 FT	\$403.84	\$9,692.16		
Sabal Palm H/C - 14' CT	1.00	10 - 16 FT	\$403.84	\$403.84		
Sabal Palm H/C - 16' CT	20.00	10 - 16 FT	\$403.84	\$8,076.80		
Sabal Palm H/C - 8' CT	8.00	10 - 16 FT	\$403.84	\$3,230.72		
Tree Staking <4" cal	112.00	EA	\$39.46	\$4,419.07		

CB-22-00027 - The Greenery, Inc. - ABM - c122022
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EXHIBIT H

Tree Staking >4"cal	4.00	EA	\$65.73	\$262.91
Palm Staking Kit	53.00	EA	\$88.69	\$4,700.46

Shrubs **\$78,956.15**

Saw Palmetto Silver - 7 Gal	6.00	7 Gallon	\$84.19	\$505.15
Illicium 'Florida Sunshine' - 3 Gal	322.00	3 Gallon	\$29.46	\$9,484.83
Compact Inkberry - 3 Gal	206.00	3 Gallon	\$23.94	\$4,930.82
Ilex 'Schillings Dwarf' - 3 Gal	568.00	3 Gallon	\$17.14	\$9,733.25
Itea 'Henry's Garnet' - 3 Gal	228.00	3 Gallon	\$21.54	\$4,910.21
Fetterbush - 3 Gal	137.00	3 Gallon	\$20.74	\$2,840.83
Muhly Grass Pink - 1 Gal	1,922.00	1 Gallon	\$8.77	\$16,852.10
Rose 'Red Drift' - 3 Gal	142.00	3 Gallon	\$23.94	\$3,398.91
Cord Grass - 1 Gal	232.00	1 Gallon	\$8.77	\$2,034.18
Saw Palmetto Green - 3 Gal	181.00	3 Gallon	\$24.74	\$4,477.22
Fakahatchee Dwarf - 1 Gal	365.00	1 Gallon	\$9.57	\$3,492.32
Viburnum Sweet - 3 Gal	137.00	3 Gallon	\$17.14	\$2,347.63
Viburnum 'Mrs. Schillers Delight' - 3 Gal	814.00	3 Gallon	\$17.14	\$13,948.70

Grasses and Groundcovers **\$10,277.02**

Juniper Blue Pacific - 3 Gal	189.00	3 Gallon	\$17.14	\$3,238.70
Liriope 'Big Blue' - 4" PT	1,231.00	4" PT	\$2.91	\$3,580.59
Black-Eyed Susan - 4" PT	262.00	4" PT	\$3.89	\$1,017.89
Scarlet Sage - 1 Gal	123.00	4" PT	\$9.57	\$1,176.86
Blue Porterweed - 1 Gal	132.00	1 Gallon	\$9.57	\$1,262.98

Sodding **\$49,907.97**

Slash Pine Seedlings	29,902.00	SF	\$0.07	\$2,024.37
Bahia Grass Sodding	94,333.00	SF	\$0.40	\$37,733.20
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Pine Straw Mulching	47,884.00	SF	\$0.19	\$9,234.91
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Total **\$357,315.57**

Proposal based on PDP#3 Parcels 4B & 8A Common Areas Landscape Plan set dated: February 2022

*Irrigation Sleeving EXCLUDED(available upon request)

CB-22-00027 - The Greenery, Inc. - ABM - c122022
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EXHIBIT H

GENERAL BID NOTES and CONDITIONS

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The required water source and RPZ is *EXCLUDED* from this proposal unless otherwise note. A standard Backflow Prevention Device is included unless otherwise noted.
Sleeving, Boring and Jetting is *EXCLUDED* unless otherwise noted. Alternate sleeving, if selected, assumes installation prior to road-base being laid and limits clarified by others.

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**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "1"

Contractor's W-9

On file

CB-22-00027 - The Greenery, Inc. - ABM - c122022
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CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "J"

Application for Payment

Sample

APPLICATION AND CERTIFICATION FOR PAYMENT		AIA DOCUMENT G702	PAGE 1 OF 2 PAGES
TO OWNER/ AGENT	PROJECT:	APPLICATION NO:	Distribution to: <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/>
FROM CONTRACTOR:	VIA ARCHITECT:	PERIOD TO:	
		PROJECT NOS:	
CONTRACT FOR:		CONTRACT DATE:	
CONTRACTOR'S APPLICATION FOR PAYMENT			
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.		The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.	
1. ORIGINAL CONTRACT SUM	\$ _____	CONTRACTOR:	
2. Net change by Change Orders	\$ _____	By: _____	Date: _____
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ _____	State of Florida	County of _____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ _____	Subscribed and sworn to before me this XXth day of XXXX	Notary Public:
5. RETAINAGE:		My Commission expires: _____	
a. 10 % of Completed Work (Column D + E on G703)	\$ _____	ARCHITECT'S CERTIFICATE FOR PAYMENT	
b. % of Stored Material (Column F on G703)	\$ _____	In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ _____	AMOUNT CERTIFIED \$ _____	
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ _____	<i>(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onsite Continuation Sheet that are changed to conform with the amount certified.)</i>	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ _____	ARCHITECT:	
8. CURRENT PAYMENT DUE	\$ _____	By: _____	
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ _____	Date: _____	
CHANGE ORDER SUMMARY		This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.	
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00	
Total approved this Month	\$ 0.00	\$ 0.00	
TOTALS	\$ 0.00	\$ 0.00	
NET CHANGES by Change Order	\$ 0.00	\$ 0.00	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - 04952 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-4252
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "J"

Application for Payment Cont.

Sample

CONTINUATION SHEET										
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.							APPLICATION NO:			
In tabulations below, amounts are stated to the nearest dollar.							APPLICATION DATE:			
Use Column I on Contracts where variable retainage for line items may apply.							PERIOD TO:			
A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
<i>General Conditions</i>										
GRAND TOTALS		\$	\$	\$	\$	\$	\$	\$	\$	\$

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Home.

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "L"

Waiver and Release of Lien upon Progress Payment
SUBCONTRACTOR/SUPPLIER WAIVER AND
RELEASE OF CLAIMS UPON PROGRESS PAYMENT

STATE OF _____)
)
COUNTY OF _____)

In person before the undersigned officer duly authorized to administer oaths, appeared an officer of _____ (name of Subcontractor) (the "Subcontractor"), who has subcontracted with The Greenery, Inc. DBA The Greenery of North Florida II, Inc., LLC to furnish _____ (scope of materials, labor and services) for the construction of improvements known as _____ (the "Project"), which is owned by Wildlight LLC ("Owner") and located at _____, Florida (the "Property").

Upon the receipt of the sum of \$_____, Subcontractor waives and releases any claims it has or may have against Contractor and its surety, Owner, Wildlight LLC, or their successors by merger, arising out of or relating to all labor, materials, and services provided by, through, or at the instance of Subcontractor in connection with the Project through the date of _____, excluding only retainage and those claims timely noticed, properly made, and specifically identified and reserved below. Identification of a claim previously waived or released shall not revive such claim.

Given under hand and seal this _____ day of _____, 20__.

_____(SEAL)
Name: (Name of Subcontractor)
By: _____
Its: _____

STATE OF _____)
COUNTY OF _____)

Sworn to before me and subscribed in my presence this ____ day of _____, 2017

Notary Public
My commission expires: _____

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**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "L"

Waiver and Release of Lien upon Progress Payment Cont.
CONTRACTOR WAIVER AND RELEASE UPON PROGRESS PAYMENT

STATE OF _____)
))
COUNTY OF _____)

In person before the undersigned officer duly authorized to administer oaths, appeared an officer of The Greenery, Inc. DBA The Greenery of North Florida II, Inc. (the "Contractor"), who has contracted with Wildlight LLC ("Owner") to furnish general contracting services for the construction of improvements known as _____ (the "Project"), which is located at _____, Florida (the "Property").

Upon the receipt of the sum of \$ _____, Contractor waives and releases any and all liens, claims of lien, and claims it has or may have against Owner, or their successors by merger, arising out of or relating to all labor, materials, and services provided by, through, or at the instance of Contractor in connection with the Project through the date of _____, excluding only retainage and those claims timely noticed, properly made, and specifically identified and reserved below. Identification of a claim previously waived or released shall not revive such claim.

Given under hand and seal this _____ day of _____, 20__.

Florida II, Inc. _____ (SEAL)
The Greenery, Inc. DBA The Greenery of North

By: _____
Its: _____

STATE OF _____)
COUNTY OF _____)

Sworn to before me and subscribed in my presence this ___ day of _____, 2017

Notary Public
My commission expires: _____

CB-22-00027 - The Greenery, Inc. - ABM - c122022
RQ 144064 / ZD 81590

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "M"
Contractor's Progress Payment Affidavit

Directions: [All of the following steps MUST be completed to assure that this form is effective]:

Delivery method: Contractor delivers to Owner when Contractor is given progress payment for all work and materials provided to the Property.

CHECK ONCE COMPLETED:

- G First Paragraph - Print name of person executing Affidavit (the "Affiant")
- G Item 1 - Fill in the title of Affiant and name of Contractor
- G Item 2 - Fill in the complete legal description
- G Item 3 - Fill in amount of progress payment
- G Item 6 - Fill in amount of most recent progress payment
- G Have Contractor's officer (i) sign; (ii) print his/her name; (iii) state his/her title; and (iv) date
- G Have two (2) different people witness the signature (print and execute their names)
- G Have signature notarized

ALL BLANKS MUST BE FILLED IN COMPLETELY AND CORRECTLY

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "M" Continued CONTRACTOR'S PROGRESS PAYMENT AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared _____
 ("Affiant") who, being duly sworn according to law, deposes and says the following:

1. Affiant is the _____ (title) of _____ (company name)
 ("Contractor").

2. Pursuant to a contract with Owner, Contractor has performed and will perform work and labor,
 and/or furnished and will furnish materials, for the purpose of improving the real property owned by _____
 ("Owner"), located in _____ County, Florida ("Property"), and legally described as
 :

SEE LEGAL DESCRIPTION ATTACHED

3. This affidavit is executed and delivered for the purpose of obtaining a progress payment in the
 amount of \$ _____.

4. All lienors engaged by Contractor in connection with the Property have been paid in full, except
 for the following listed lienors (if no lienors are listed, there are none):

NAME OF LIENOR	AMOUNTS DUE OR TO BECOME DUE

5. Contractor will disburse the requested progress payment to satisfy Contractor's current
 obligations to all lienors engaged by Contractor in connection with the Property as follows:

NAME OF LIENOR	AMOUNT TO BE PAID

6. The most recent progress payment of \$ _____ previously received by Contractor was
 disbursed by Contractor to satisfy Contractor's then current obligations to all lienors engaged by Contractor in
 connection with the Property as follows:

NAME OF LIENOR	AMOUNT PAID

Partial (or final, as the case may be) waivers of lien from each of the foregoing lienors are attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

CB-22-00027 - The Greenery, Inc. - ABM - c122022
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**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "M" Continued

Witnesses:

Print Name: _____

Print Name: _____

AFFIANT:

Company Name: _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)

)SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 200___, by _____ who is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

Notary Public

PARTIAL (OR FINAL) WAIVER LIEN (copies attached)

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "N"

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ _____ dollars, on check number _____ hereby waives, releases, remises and relinquishes its lien and any and all right to claim of lien or liens for labor, services or materials furnished, or any kind of class of lien whatsoever to The Greenery, Inc. DBA The Greenery of North Florida II, Inc. on the job of Wildlight LLC to the following described property:

Dated this ____ day of _____, ____ at _____, Florida.

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, ____ by _____, on behalf of the company/individual/partnership. He/She is personally known to me or provided _____ as identification.

My Commission Expires: _____
Notary Public

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "O"

CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF LIEN

(To be used for all lienors that are in direct contract/privity with owner,
including general contractors and professional lienors)

Purpose: To ensure that the general contractor and all persons engaged by the general contractor who furnished services, labor or materials used in improving the Property have been paid. To obtain a release by the general contractor of all lien rights in consideration of **FINAL** payment.

Why to use this form? Protects Owner from a general contractor who has not paid its subcontractors or suppliers. Protects Owner inasmuch as the lienor releases their lien rights on a certain piece of property.

Directions: [All of the following steps **MUST** be completed to assure that this form is effective]:

Delivery method: Contractor delivers to Owner when Contractor is given **FINAL** payment for all work and materials provided to the Property.

CHECK ONCE COMPLETED:

- G (A) Fill in County where real property is located
- G (B) Fill in name of person executing Affidavit (the "Affiant")
- G (C) Fill in the title of Affiant
- G (D) Fill in company name of Contractor - MAKE SURE THIS IS THE FULL NAME (e.g., ABC Construction is not enough, FULL LEGAL name must be included: ABC Construction of Duval, Inc.)
- G (E) Fill in name of Owner (see "Entity Ownership Schedule" attached hereto as **Addendum A** for appropriate information)
- G (F) Fill in County where real property is located
- G (G) Fill in COMPLETE legal description of real property -
Option 1: typically used for subdivision improvements when work affects entire parcel; or
Option 2: typically used for improvements affecting a specific lot within a Project.
- G (H) Fill in name of any subcontractors, sub-subcontractors, laborers, suppliers, materialmen, etc. not yet paid by lienor and amounts due thereto
- G (I) Fill in FINAL payment amount
- G (J) Fill in date
- G (K) Fill in company name of lienor on line for Company Name - MAKE SURE THIS IS THE FULL NAME (e.g., ABC Construction is not enough, FULL LEGAL name must be included: ABC Construction of Duval, Inc.)
- G (L) Have an officer of lienor (i) sign; (ii) print his/her name; (iii) print his/her title; and (iv) print full address of lienor
- G (M) Have two (2) different people witness the signature and have each witness sign and print their respective names underneath their signature
- G (N) Notarize - insert county of execution, date of execution, name of officer of lienor, sign and insert commission expiration date.
- G Schedule 1: Attach: (i) a list of all persons, firms, and corporations engaged by lienor who have furnished services, labor, materials, or other items used in improving the Property and the total amounts paid to each; and (ii) final waivers of lien from each of the foregoing.

ALL BLANKS MUST BE FILLED IN COMPLETELY AND CORRECTLY

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "O" Continued

FINAL AFFIDAVIT AND RELEASE OF LIEN

STATE OF FLORIDA

COUNTY OF (A)

BEFORE ME, the undersigned authority, personally appeared (B) ("Affiant"), who, after being by me duly sworn according to law, deposes and says of his personal knowledge the following:

1. Affiant is the (C) of (D) ("Contractor"), which does business in the State of Florida.

2. Pursuant to a Contractor's Agreement (the "Contract") between Owner and Contractor, Contractor has performed work and labor, and/or has furnished materials, for the purpose of improving the real property (the "Property") owned by (E) ("Owner"), located in (F) County (the "County"), Florida, ("State") and legally described as:

(G) Option 1: PARCEL: _____, PLAT NAME: _____
AS RECORDED IN PLAT BOOK: _____ PAGE: _____ OF THE PUBLIC RECORDS OF THE COUNTY AND STATE.

Option 2: LOT _____, BLOCK _____, SECTOR(S) _____, PARCEL(S) _____, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF THE COUNTY AND STATE.

3. The Affiant makes this Final Affidavit and Release of Lien, pursuant to Chapter 713, Florida Statutes, for the express purpose of inducing the Owner to make final disbursement and payment to the Contractor under the Contract.

4. Contractor represents to Owner that all work to be performed under the Contract has been fully completed and that all persons, firms, and corporations engaged by Contractor who have furnished services, labor, materials, or other items used in improving the Property have been paid in full. A list of all such persons, firms and corporations and the total amounts paid to each are attached hereto as **Schedule 1** and final waivers of lien from each are also attached hereto. The Contractor has received full and final payment required under the Contract for all work and labor performed, and/or all materials furnished in, to, or about the construction of any building or buildings situated on, or otherwise improving, the Property.

5. There are no persons, firms or corporations engaged by Contractor to improve the Property who have not been paid in full for work done, except those (and for the amounts) listed below (if no exceptions are listed below, there are none):

<u>NAME (H)</u>	<u>AMOUNTS DUE</u>

6. The Contractor hereby expressly agrees to indemnify and save Owner, and all of its directors, officers, partners, representatives and agents, harmless from any and all costs and expenses, including reasonable

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

attorneys' fees, arising out of claims by any laborer, materialmen or subcontractor that they have not been paid for services and/or materials furnished by or through the Contractor in connection with the Property.

Exhibit "O" Continued

7. In consideration of the final payment to Contractor of \$(I) and all other previous payments paid by Owner to Contractor, the undersigned does hereby for and in behalf of the Contractor hereby waive, release and relinquish the Contractor's right to any claim or demand or right to impose a lien or liens for work done or services or materials furnished or any other class of lien whatsoever by Contractor on the job of Owner to the Property.

FURTHER AFFIANT SAYETH NAUGHT.

Signed sealed and delivered this (J) day of _____, _____.

Witnesses:

Company Name (K)

(M) _____
Print Name:

By: (L) _____

Name: _____

Title: _____

(M) _____
Print Name:

Address: _____

STATE OF FLORIDA
COUNTY OF _____

(N)The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____ who is personally known to me or has produced _____ as identification and did (did not) take an oath.

Signature of Notary Public

My Commission Expires:

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

SCHEDULE 1

Persons Paid in Full and Amounts Paid

CB-22-00027 - The Greenery, Inc. - ABM - c122022
RQ 144064 / ZD 81590

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

**Exhibit "P"
CHANGE ORDER**

CONTRACTOR NAME: _____

CHANGE ORDER NO.: _____

DATE: _____

The Owner hereby gives the Contractor a Change Order for, and the Contractor agrees to provide and perform, the materials and Work described below:

SEE ATTACHED SCHEDULE A FOR DESCRIPTION OF WORK

Original Guaranteed Maximum Price	\$
Net Price Adjustments for Previous Change Orders - No. _____ through _____	\$
Adjusted Guaranteed Maximum Price through Change Order No. _____	\$
Net Price Adjustment for this Change Order No. _____	\$
Adjusted Guaranteed Maximum Price	\$

Original Contract Time (expiration date) _____	
Net Time Adjustments for Previous Change Orders - No. _____ through _____ (number of days) _____	
Adjusted Contract Time through Change Order No. _____ (expiration date) _____	
Net Time Adjustment for this Change Order No. _____ (number of days) _____	
Adjusted Contract Time (expiration date) _____	

Any funds payable to the Contractor hereunder are hereby declared to constitute trust funds in the hands of the Contractor to be first applied to the payment of Subcontractors, laborers and materialmen, and other cost of construction pursuant to law.

The total amount of this Change Order includes all applicable taxes, insurance, bond, delivery, supervision overhead, profit, labor, labor impact, materials, changes, delays, acceleration, cumulative impact, and inefficiency, or any claims therefore, and the Contractor hereby waives any and all claims for such items associates with or related to the Work covered by this Change Order to the extent not set forth herein.

This Change Order represents the entire and integrated agreement between the parties with respect to the Changes set forth herein. This Change Order supersedes all prior negotiations, agreements, understandings, and qualifications, for this change in scope; but this change Order and the Work contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Contract Documents including, without limitation, those concerning payment.

OWNER:

CONTRACTOR:

Authorized Signature
 Print Name: _____
 Title: _____

Authorized Signature
 Print Name: _____
 Title: _____

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Date: _____ Date: _____

**SCHEDULE (A)
CHANGE ORDER
DESCRIPTION OF WORK**

CONTRACTOR NAME: _____

CHANGE ORDER NO.: _____

DATE: _____

<u>Item</u>	<u>Description</u>	<u>Value</u>
-------------	--------------------	--------------

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "Q"
FIELD DIRECTIVE

TO:
ATTN:

DATE:

PROJECT:

DIRECTIVE NO.:

ATTACHMENTS:

DESCRIPTION: _____

Subcontractor Total	\$-
Overhead @ 5%	\$-
Profit @ 5%	\$-
Bond @ .75%	\$-
TOTAL	\$-

Pursuant to Paragraph 24 of the, Owner directs Contractor as follow:

A. Owner does not authorize Contractor to proceed with the described proposed Changes to the Work. Contractor will submit a Proposal to Owner in conformance with Article 22 of the Agreement within (____) days from the date of this Field Directive. Contractor's Proposal will include all applicable quantities by unit, a detailed, itemized breakdown of all additions and credits to the Cost of the Work allowed under Section 22.2 of the Agreement to fully perform the proposed Changes to the Work; and any proposed adjustment to the Contract Time and Milestones. Owner will issue either a Change Order or an amended Field Directive to Contractor in the event Owner elects to accept the proposed adjustments to the Contract Price and Contract Time.

B. Owner directs Contractor to proceed with the described Changes to the Work for an increase or decrease to the Contract Price in the amount of \$ _____, which will be formally memorialized by Owner's issuance of a Change Order to Contractor. Notwithstanding the foregoing, Contractor will provide written notice of a claim to Owner in strict conformance with Article 51 of the Agreement and await further direction from Owner before proceeding with the Changes to the Work in the event that Contractor does not agree to such adjustment.

C. Owner directs Contractor to proceed immediately with the described Changes to the Work, and to submit a Proposal to Owner in conformance with Article 22 of the Agreement within (____) days from the date of this Field Directive. Contractor's authorization to proceed under this Field Directive IS or IS NOT subject to a maximum increase in the GMP of _____, which may be increased only by an amended Field Directive signed by

CB-22-00027 - The Greenery, Inc. - ABM - c122022
RQ 144064 / ZD 81590

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Owner's representative. Contractor's Proposal will include all applicable quantities by unit; a detailed, itemized breakdown of all additions and credits to the Cost of the Work allowed under Section 22.2 of the Agreement to fully perform the Changes to the Work; and ; and any proposed adjustment to the Contract Time and Milestones. Owner will issue a formal Change Order to Contractor when the Parties reach an agreement upon the adjustment to the Contract Price and Contract Time.

D. Owner directs Contractor to proceed immediately with the described Changes to the Work on a time and material basis for the actual Cost of the Work incurred by Contractor for those categories of Cost of the Work set forth in Section 22.2 of the Agreement. Contractor will maintain accurate time and material records. Contractor will submit all time tickets on a weekly basis to the Owner's representative for verification. Owner will issue a formal Change Order equal to the actual increased Cost of the Work and increased Contract Time attributable to the Changes to the Work based on the signed time tickets and material invoices, plus the Contractor mark-up as specified in Section 22.3 of the Agreement.

E. Owner directs Contractor to proceed immediately with the described work, with both Parties reserving their rights as to whether the described work above constitutes a Change to the Work. Contractor will maintain accurate time and material records based upon the categories of the Cost of the Work identified in Section 22.2 of the Agreement. Contractor will submit all time tickets on a weekly basis to the Owner's representative for verification. Owner and Contractor will resolve their dispute with respect to the described work in conformance with Article 51 of the Agreement.

F. Owner directs Contractor to proceed immediately with the correction or removal and replacement of the described Work, which Owner has determined is defective. Contractor will provide written notice of a Claim in strict conformance with Article 51 of the Agreement in the event that Contractor believes in good faith that Owner's determination is incorrect. Contractor's notice will not excuse Contractor from promptly and diligently complying with this Field Directive.

All Work, including Changes to the Work, will be performed in conformance with the Contract Documents. All labor and material referenced above is subject to the applicable portions of the Contract Documents. All costs associated with the described Changes to the Work includes any and all time extensions arising out of or relating to the Field Directive, and therefor constitutes no change to the Contract Time. Contractor will coordinate all all Work in progress with the described Changes to the Work.

Comments: Contract Time and Milestones are not changed as a result of this Field Directive.

Approved:

Accepted:

Owner

Date

Contractor

Date

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RQ 144064 / ZD 81590

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

**Exhibit "P"
CHANGE ORDER**

CONTRACTOR NAME: The Greenery, Inc.
 CONTRACT NUMBER: CB-22-00027
 CHANGE ORDER NO.: 1
 DATE: 1/23/2023

The Owner hereby gives the Contractor a Change Order for, and the Contractor agrees to provide and perform, the materials and Work described below:

SEE ATTACHED SCHEDULE A FOR DESCRIPTION OF WORK

Original Guaranteed Maximum Price		<u>\$357,315.57</u>
Net Price Adjustments for Previous Change Orders - No. <u>0</u> through <u>0</u>		<u>\$0.00</u>
Adjusted Guaranteed Maximum Price through Change Order No. <u>0</u>		<u>\$357,315.57</u>
Net Price Adjustments for Changer Order No. <u>1</u>		<u>\$85,616.12</u>
Adjusted Guaranteed Maximum Price		<u>\$442,931.69</u>
Original Contract Time		<u>70</u>
Net Time Adjustments for Previous Change Orders - No. <u>0</u> through <u>0</u>		<u>0</u>
Adjusted Contract Time through Change Order No. <u>0</u>		<u>70</u>
Net Time Adjustment for this Change Order No. <u>1</u>		<u>0</u>
Adjusted Contract Time		<u>70</u>

Any funds payable to the Contractor hereunder and hereby declared to constitute trust funds in the hands of the Contractor to be first applied to the payment of Subcontractors, laborers and materialmen, and other cost of construction pursuant to law.

The total amount of their Change Order includes all applicable taxes, insurance, bond, delivery, supervision, overhead, profit, labor, labor impact, materials, changes, delays, acceleration, cumulative impact, and inefficiency, or any claims therefore, and the Contractor hereby waives any and all claims for such items associates with or related to the Work covered by this Change Order to the extent not set forth herein.

This Changer Order represents the entire and integrated agreement between the parties with respect to the Changes set forth herein. This Change Order supersedes all prior negotiations, agreements, understandings, and qualifications, for their change in scope; but this Change Order and the Work contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Contract Documents including, without limitation, those concerning payment.

OWNER:

Thomas Jinks
THOMAS JINKS (F.A.B. 2022 10-03-2021)
 Authorized Signature
 Print Name: Thomas Jinks
 Title: Sr Manager Real Estate Development

CONTRACTOR:

Joshua Smith
JOSHUA SMITH (F.A.B. 2022 10-03-2021)
 Authorized Signature
 Print Name: Joshua Smith
 Title: Regional Manager

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

SCHEDULE (A)

CHANGE ORDER

DESCRIPTION OF WORK

CONTRACTOR NAME: The Greenery, Inc.
CONTRACT NUMBER: CB-22-00027
CHANGE ORDER NO.: 1
DATE: 1/23/2023

<u>Item</u>	<u>Description</u>	<u>Value</u>
See attached.		

Wildlight 4B and 8A Site Furnishings

Location: 1 Rayonier Way, Wildlight 4B and 8A, Yulee, FL 32097



Proposal Date: 1/13/2023
 Proposal #: 47096
 Submitted By: RICK SOTIROPOULOS

WLD - Wildlight 4B and 8A Site Furnishings

DESCRIPTION	QTY	SIZE	UNIT PRICE	EXT PRICE	TOTAL PRICE	NOTES
Site Furnishings					\$85,616.12	
A - Bench - 1/HS-05	13.00	EA	\$4,390.11	\$57,071.45		Anova: CR2780R Coronado Backed Bench 6' Length, Surface Mounted w/Black Powder Coat and Cedar Recycled Plastic Slats
B - Litter Receptacle - 2/HS-05	3.00	EA	\$2,213.17	\$6,639.51		Anova: TR350T 35-Gal Madison Receptacle w/Open Hood Top, Surface Mounted w/Black Powder Coat and Cedar Recycled Plastic Slats
C - Bike Rack - 3/HS-05	6.00	EA	\$977.51	\$5,865.04		Anova: AL19BR2 Allure Bike Rack w/Black Powder Coat Finish
Picnic Table	6.00	EA	\$2,673.35	\$16,040.12		Anova: RCP6 - Rectangular Picnic Table 6' Length, Recycled Plastic Legs w/Black Frame and Cedar Plastic Slats
Total					\$85,616.12	

Proposal based on Landscape and Hardscape Plans dated: February 2022 #19-239-01-027

*Site Furnishings to be surface mounted on existing concrete pads. Concrete by others.

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS AND
THE RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE
CONSTRUCTION OF SAME**

[WHISTLING DUCK WATER FOUNTAIN AND KAYAK PAVILION]

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the 26th day of February, 2024, by **Smith McKee Construction, LLC**, a Florida limited liability company, having offices located at 3273 Oak Street, Jacksonville, Florida 32205 ("**Contractor**"), in favor of the **East Nassau Stewardship District** ("**District**"), which is a local unit of special-purpose government situated in Nassau County, Florida, and having offices located c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 1. DESCRIPTION OF CONTRACTOR'S SERVICES. Contractor has provided construction services as general contractor in connection with the construction of certain infrastructure improvements (the "**Improvements**"), identified in **Exhibit A**, for Wildlight LLC, a Delaware limited liability company, a developer of lands within the District (the "**Developer**"). A copy of the contract for the construction of said Improvements is attached as **Exhibit B** ("**Construction Contract**").

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements, constructed by Contractor in connection with the Construction Contract attached as **Exhibit A**, from Developer, and thereby securing the unrestricted right to rely upon the terms of the Construction Contract for same.

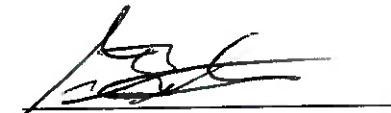
SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Construction Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements identified in **Exhibits A and B** because of any act or omission of, whether caused in whole or in part by, Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

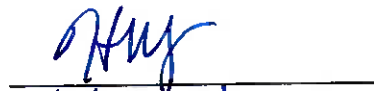
SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements, except for the punch list items and associated retainage, if any, which shall be paid by the Developer. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in **Exhibit A**.

SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST



Mike Labinsky
[print name]



Helene Sharma
[print name]

SMITH MCKEE CONSTRUCTION, LLC, a
Florida limited liability company



By: David Smith
Its: President

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS & ACQUISITION COST

Whistling Duck Water Fountain and Kayak Pavilion constructed pursuant to that Construction Agreement Cost Plus with Guaranteed Maximum Price (Project Number CN-22-00113), dated November 30, 2022, by and between Wildlight LLC and Smith McKee Construction, LLC, as more particularly described below:

Ponds/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures, catch-basins, publicly-owned pipes providing drainage, curb and gutter providing drainage for streets and right-of-ways, dry stormwater retention basins, if any, and related stormwater facilities; (ii) any and all recreational and/or community amenity improvements including park improvements, kayak launch, fishing dock, pavilion, all in and for the development East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

RECREATION AND/OR COMMUNITY AMENITY TRACT 2, CONTAINING 15.53 ACRES, MORE OR LESS, AS SHOWN ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA.

EXHIBIT B

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

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CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

PROJECT NAME: RePDP #3 Amenity Buildings; **PROJECT NUMBER:** CN-22-00113 ("Project")

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into this 30th day of November, 2022 by and between the Parties identified as Owner and Contractor in the "**Key Business Terms**," attached to the Agreement as **Exhibit "A"** and incorporated herein by reference. The Project is located at the Site and Property identified in the Key Business Terms.

NOW, THEREFORE, Owner and Contractor, for the premises, the consideration set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. ENTIRE AGREEMENT

- 1.1 This Agreement evidences the entire, integrated agreement between Owner and Contractor with respect to the Work herein. This Agreement supersedes all prior and contemporaneous written and oral agreements, statements, representations, promises, inducements, and understandings of any type or nature between the Parties. In no event will the Parties be bound by or be liable to each other for any such agreements, statements, representations, promises, inducements, or understandings of any type or nature, except as may be expressly set forth herein. Contractor may accept this Agreement by signing on the signature page or by commencing performance of any of its obligations herein, whichever occurs first.
- 1.2 **NO CHANGES TO THE WORK, AMENDMENTS OR MODIFICATIONS OF THIS AGREEMENT SHALL BE VALID OR ENFORCEABLE FOR ANY PURPOSE, UNLESS AND UNTIL SUCH CHANGES TO THE WORK, AMENDMENTS, OR MODIFICATIONS ARE SET FORTH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF OWNER. NO PERSON ACTING FOR OR ON BEHALF OF OWNER WILL HAVE AUTHORITY TO BIND OWNER OR TO OTHERWISE WAIVE OR MODIFY THE REQUIREMENT HEREIN THAT ALL CHANGES TO THE WORK, AMENDMENTS, AND MODIFICATIONS TO THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF OWNER.**
- 1.3 Before signing this Agreement, and on an annual basis thereafter, Contractor will provide Owner with a copy of the following documents:
 - a. Evidence that Contractor's business and all applicable contractor, trade, and professional licenses for the State in which the Project is located are effective and in good standing;
 - b. Evidence that Contractor has sufficient financial resources available to meet its unperformed obligations under the Contract Documents, including but not limited to Contractor's most current financial statement certified by either Contractor's CFO or a licensed CPA in the State where the Project is located;
 - c. Contractor's list of pending and completed projects; and
 - d. Contractor's certificate of insurance evidencing that all required insurance remains in place;

2. THE WORK

- 2.1 Contractor shall fully perform and complete all Work required by the Contract Documents enumerated in Article 3 within the Contract Time. The "Work" consists of the totality of Contractor's obligations under the Contract Documents, including, without limitation, Contractor's obligation to procure, furnish, install, fabricate, or otherwise provide all labor, supervision, services, materials, equipment, supplies, tools, and plant necessary to fully perform, complete, and make operational all the construction indicated in or reasonably inferred by the Contract Documents.
- 2.2 Contractor warrants and represents to Owner that, in executing this Agreement and undertaking the Work:
 - 2.2.1 Contractor has not relied upon any oral inducement or representation by Owner, Design Professional, or any of their employees, officers, consultants, representatives, or agents as to the scope, nature, character, magnitude, or condition of the Work, Project, or Property; and

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

- 2.2.2 Contractor has brought to Owner's and Design Professional's attention in writing all known errors, omissions, ambiguities, and discrepancies in the Contract Documents, and that such errors, omissions, ambiguities, and discrepancies in the Contract Documents have been clarified to Contractor's satisfaction, such that the Contract Documents contain all items necessary for the proper execution and completion of the Work by the Contractor within the Contract Time.

3 THE CONTRACT DOCUMENTS

3.1 The Contract Documents consist of:

- 3.1.1 Amendments to the Agreement signed by authorized representatives of the Parties contemporaneous with or after they sign the Agreement;
- 3.1.2 Change Orders signed by authorized representatives of the Parties contemporaneous with or after they sign the Agreement;
- 3.1.3 Exhibit A - the Key Business Terms;
- 3.1.4 The Agreement, including the following documents, which are incorporated herein by reference
 - Exhibit "B" - the Property Description
 - Exhibit "C" - the Plans and Specifications List
 - Exhibit "D" - Contractor's insurance requirements
 - Exhibit "E" - Contractor's unit prices, pricing index, and allowances (as applicable)
 - Exhibit "F" - Construction Schedule
 - Exhibit "G" - Draw Schedule
 - Exhibit "H" - Schedule of Values
- 3.1.5 The Plans and Specifications identified in the Plans and Specifications List.
- 3.1.6 Other Contract Documents, if any, identified in Section 3.1.6 of the Key Business Terms

3.2 In the event of an inconsistency, conflict or ambiguity between the various Contract Documents, the Contract Documents will govern in the order listed above

3.3 In the event of any inconsistency, conflict or ambiguity within a particular Contract Document or between the Plans and Specifications, the choice that has the highest cost, best quality, greatest quantity, or most complete performance, as determined by Owner, within will govern.

3.4 Contractor will use and complete the following forms attached to the Agreement as exhibits:

- Exhibit "I" - Contractor's signed Internal Revenue Service Form W-9
- Exhibit "J" - Application for Payment form
- Exhibit "K" - Unconditional Waiver and Release of Lien form
- Exhibit "L" - Waiver and Release upon Progress Payment form
- Exhibit "M" - Contractor's Progress Payment Affidavit
- Exhibit "N" - Waiver and Release of Lien upon Final Payment form
- Exhibit "O" - Contractor's final affidavit form
- Exhibit "P" - Change Order form
- Exhibit "Q" - Field Directive form

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3.5 The Contract Documents are complementary. Work required by one Contract Document is required by all Contract Documents. The Work also includes items not expressly shown in the Contract Documents, but routinely provided by experienced contractors performing work of the same general scope, magnitude, and quality as the Work required to achieve the construction results indicated in the Contract Documents.

4 PLANS, SPECIFICATIONS AND PROJECT MANUAL

4.1 Promptly after signing the Agreement, the Parties and Design Professional will initial four (4) sets of the Plans and Specifications (the "Master Set"), which will govern in all matters which arise with respect to the Plans and Specifications.

5 CONTRACT PRICE

5.1 Owner will pay Contractor the Cost of the Work that Contractor pays or is obligated to pay and will pay to subcontractors, suppliers, and vendors promptly upon receipt of payment from Owner, plus the "Contractor's Fee" set forth in Section 5.1 of the "**Key Business Terms.**" The sum of the Cost of the Work, plus Contractor's Fee equals the Contract Price ("Contract Price"). In no event will Owner be obligated to pay Contractor for any portion of the Contract Price that exceeds the Guaranteed Maximum Price set forth in Section 5.1 of the **Key Business Terms**, as may be adjusted only in strict conformance with Section 23 of this Agreement.

5.2 The Cost of the Work means those costs reasonably and necessarily incurred by Contractor in good faith in the proper and timely performance of the Work. Contractor is a fiduciary to Owner with respect to incurring costs and expenses that comprise the Cost of the Work. The Cost of the Work will be at rates not higher than the standard rates paid for like labor, materials, services, equipment, and suppliers in the general location of the Project, except with the prior written consent of Owner. The Cost of the Work shall include only the items expressly set forth in this Section, without duplication, or otherwise identified as a reimbursable cost in this Agreement.

5.2.1 Labor Costs: Actual wages of construction workers directly employed by Contractor to perform the Work at the Site, or, with the Owner's consent, at off-Site work locations.

5.2.2 Staff Costs: Actual wages or salaries of Contractor's supervisory, management, and administrative personnel assigned to the Site and performing tasks related to the Work.

5.2.3 Costs paid or incurred by Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions (excluding merit bonuses and profit sharing), provided such costs are based on wages and salaries included in the Cost of the Work under subsections 5.2.1 and 5.2.2 above.

5.2.4 Subcontractor Costs – Payments made by the Contractor or that will, upon receipt of payment from Owner, be paid to subcontractors in conformance with the requirements of an applicable subcontract agreement entered into in furtherance of this Agreement.

5.2.5 Costs of Materials and Equipment Incorporated in the Completed Construction – Costs, including the purchase price, transportation, delivery, and storage of materials and equipment that will be incorporated into the completed construction.

5.2.6 Costs of other Materials and Equipment, Temporary Facilities and Related Items – Costs, including the purchase price, transportation, delivery, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, which are provided by the Contractor at the Site and used in the performance of the Work; less salvage value on any such items not fully consumed, whether sold to others or retained by Contractor.

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5.2.7 Miscellaneous Costs:

- 5.2.7.1 That portion of the premiums paid by Contractor directly attributable to (1) Contractor's purchase of insurance required by the Contract Documents, and (2) Contractor's purchase of payment, performance, and lien transfer bonds, if required by the Contract Documents.
- 5.2.7.2 Sales, use, and similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable.
- 5.2.7.3 Fees and assessments for the permits, licenses and inspections for which the Contractor is required by the Contract Documents or the Applicable Laws to procure.
- 5.2.7.4 Other costs incurred in the proper and timely performance of the Work if, and to the extent pre-approved by Owner, in writing.
- 5.2.7.5 Costs incurred by Contractor in taking reasonable actions before or during an emergency to protect the health, safety, and welfare of persons and property or to prevent or mitigate damage, injury, or loss to the Work; but only if and to the extent that the emergency is not caused by or was capable of being prevented by Contractor or any of its subcontractors, suppliers, or vendors, or anyone for whom any of them are responsible.

5.3 The Cost of the Work excludes:

- 5.3.1 Expenses of Contractor's principal offices and offices other than the Site office, including the wages and salaries and other compensation of Contractor's personnel stationed at any such offices, other than Site office, unless expressly identified section 5.4.1 of the **Key Business Terms**, or as otherwise approved by Owner in writing and then only to the extent that such personnel are providing services exclusively for the benefit of Owner and the Project.
- 5.3.2 Overhead and general expenses, except as expressly included in this agreement.
- 5.3.3 Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.
- 5.3.4 Costs due to the negligence, willful misconduct, fault, or failure to comply with the requirements of the Contract Documents by Contractor, or any of its subcontractors, suppliers, or vendors, or by anyone directly or indirectly employed by any of them, or for whom any of them may be liable, including but not limited to cost to correct damaged, defective, or nonconforming Work, dispose and replace materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Work, other than routine and customary punchlist items.
- 5.3.5 Any cost not specifically and expressly described in this agreement.
- 5.3.6 Costs which would cause the Guaranteed Maximum Price, if any, to be exceeded.

6 PAYMENT AND PERFORMANCE BONDS

- 6.1 If required by Section 6.1 of the **Key Business Terms**, Contractor will provide Owner with performance and payment bonds (the "Bonds") with penal sums equal to the GMP with the signing of the Agreement on forms acceptable to Owner. The Bonds will be signed by Contractor, as principal, and a reputable commercial surety, as surety. The surety will be licensed by the Insurance Commissioner for the State of Florida, and it will have an A.M. Best Rating of not less than "A-". In no event will Owner be responsible for directly or indirectly reimbursing Contractor for subcontractor default, or SubGuard insurance, if a Contractor performance bond is provided.

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- 6.2 The Bonds will expressly waive notice to the surety of all Changes to the Work; provided, however, Contractor will obtain the surety's written consent to each Change to the Work if and when the net aggregate value of all Changes to the Work equals or exceeds twenty percent (20%) more than the original GMP. Contractor's pricing of Changes to the Work may include a separate markup for the Bonds equal to the actual premium that Contractor pays to increase the penal sum for such Bonds to account for Changes to the Work, less any discounts or rebates available to Contractor, regardless of when such discounts or rebates are issued.
- 6.3 The performance Bond will incorporate the terms and conditions of the Contract Documents and guarantee to Owner and any dual obligee(s) identified by Owner, the full and timely performance of all of Contractor's obligations under the Contract Documents, including without limitation, Contractor's warranty obligations and Contractor's obligations with respect to liquidated and actual delay damages. The performance Bond will remain in full force and effect through the applicable statute of limitations period.
- 6.4 The payment Bond will be unconditional and comply with the requirements of Fla. Stat. §713.23 to exempt the Property from all claims of lien and liens recorded by potential lienors contracting directly or indirectly with or through Contractor. In no event will a conditional payment bond be acceptable. Contractor will furnish a true copy of the payment bond to any subcontractor, supplier, or vendor of any tier who requests a copy of the payment bond from Contractor or the Surety.

7 CONTRACT TIME

7.1 TIME IS OF THE ESSENCE AS TO CONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT.

All time is based upon calendar days, unless expressly indicated otherwise.

- 7.2 **Notice of Commencement:** No more than ninety (90) days before Contractor physically commences Work at the Site, Contractor, as Owner's authorized agent for purposes of carrying out the obligations herein, will file in the public records for the County where the Project is located a Notice of Commencement that conforms in all respects with the requirements of Fla. Stat. Code § 713.13 and provides an expiration date no earlier than ninety (90) days after the Substantial Completion Date.

7.2.1 In the event that a payment bond is required by Section 6.1 of the **Key Business Terms**, the Notice of Commencement will attach a true and correct copy of such payment bond.

7.2.2 Within two business days of filing the Notice of Commencement, Contractor will deliver to Owner a true and correct copy of the Notice of Commencement stamped by the clerk of the court's office as "filed."

7.2.3 Contractor will post either a certified copy of the Notice of Commencement or a notarized statement that the Notice of Commencement has been filed for recording along with a copy thereof in a conspicuous location at the Site.

7.2.4 In the event that Owner terminates this Agreement for cause, or Contractor abandons the Work, the surety will be responsible for re-filing the Notice of Commencement and meeting the requirements of this Section 7.2 before recommencing performance of the Work.

- 7.3 **Commencement of Work:** The Contractor shall commence the Work within ten (10) calendar days after the Commencement Date set forth in Section 7.3 of the **Key Business Terms**. In no event will Contractor commence Work before the Commencement Date.

- 7.4 **Milestones:** The Contractor will achieve the milestones no later than the applicable dates or times indicated in Section 7.4 of the **Key Business Terms**, as may be adjusted only in strict conformance with the Article 23 of the Agreement.

- 7.5 **Contract Time:** The Contractor will achieve Substantial Completion (as hereinafter defined) of the entire Work no later than the expiration of the Contract Time set forth in Section 7.5 of the **Key Business Terms**, as may be adjusted only in strict conformance with the Article 23 of the Agreement.

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7.6 **Final Completion Date:** The Contractor will achieve Final Completion (as hereinafter defined) of the Work within the time required by the Certificate of Substantial Completion of the entire Work (the "Final Completion Date"), unless Contractor requests and Owner grants, in its sole discretion, a time extension to the Final Completion Date for good cause shown.

8 PERMITS AND LICENSES

8.1 Owner will procure and pay for all performance, maintenance, and warranty bonds, if any, required by the municipality or County in which the Project is located, or by any other public entities with jurisdiction over the Project, or any public or private utilities. Contractor will cooperate with and assist Owner by providing all the information, certificates, acknowledgements, notices, and materials (including without limitation as-built drawings and inspection reports and certifications) required by Owner to prepare and submit the bond applications and to subsequently obtain a discharge of such bonds.

8.2 Contractor will procure and pay for all building, ground-breaking, demolition, street closing, and other similar permits, certificates, and approvals related to the Work that are commonly procured by contractors in the general vicinity of the Project; provided, however, Owner will obtain the building permit.

8.3 Contractor represents and warrants that it and all of its subcontractors are authorized, qualified, and, to the extent required by the Applicable Laws (as defined below), licensed and in good standing to perform the Work in accordance with all applicable requirements of all federal, state, and local governmental entities, agencies, and utilities having jurisdictions over this Project.

9 MATERIALLY DIFFERING SITE CONDITIONS

9.1 Contractor acknowledges that it either visited the Site or that it had a reasonable opportunity to visit the Site, for the purpose of conducting a reasonable inspection of the physical conditions of Site before entering into this Agreement. Contractor further acknowledges that it either carefully reviewed or that it had a reasonable opportunity to carefully review the geotechnical report for the Site, if any, and all other information provided to or available to Contractor in relation to the Site. Contractor's failure to acquaint itself with all reasonably discoverable physical conditions of the Site will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing its obligations under this Agreement based upon those conditions that would have been discovered upon a reasonable inspection of the Site and a careful review of all information provided to Contractor or available to Contractor.

9.2 Contractor will immediately stop all Work in the affected area in the event that Contractor encounters conditions in the performance of the Work that are unknown, undiscoverable upon a reasonable inspection, and subsurface, latent, or otherwise concealed physical conditions (1) which differ materially from those physical conditions affirmatively indicated in the Contract Documents, or (2) which are both unusual and differ materially from those physical conditions ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. Contractor will provide written notice to Owner within two (2) days of the first discovery of the conditions by Contractor or anyone for whom it is responsible, and in any event, before such conditions are disturbed from the conditions existing immediately after discovery. Contractor will not resume performing Work in the affected area, until Owner investigates the conditions and directs Contractor in writing to resume Work in the affected areas. Owner will, as promptly as practicable, investigate such conditions. Owner will issue a Change Order to adjust the Contract Price and/or Contract Time accordingly if it determines that such conditions are materially different site conditions under this Section to the extent that such conditions cannot be avoided or mitigated and will cause Contractor to incur an increase or decrease in the direct Cost of the Work or the Contract Time or both. In no other event will Owner be liable to Contractor for an adjustment to either the GMP or the Contract Time based upon physical conditions of the Site. Contractor waives any Claim that it could otherwise make for an increase to the GMP or Contract Time or both due to Contractor's failure to strictly comply with this Article 9 or due to Contractor's failure to identify conditions pursuant to Section 9.1, which are a basis for the request for an adjustment to the GMP or Contract Time or both.

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10 CONFIDENTIALITY

- 10.1 Contractor acknowledges that all data, plans, processes, methods, techniques and other information or materials furnished or made available to Contractor by Owner, are owned, as between Owner and Contractor, exclusively by Owner. Contractor further acknowledges and agrees that any such information or materials which are not available to the public at large (collectively, "Confidential Information") shall for all purposes be regarded by Contractor and its subcontractors, suppliers, and vendors, and the employees, agents, and representatives of any of them, as strictly confidential. The existence of this Agreement and Owner's retention of Contractor will also constitute Confidential Information. Confidential Information may be disclosed in documentary or other tangible form, electronically, orally or by visual inspection. Except as required in the performance of the Work, neither Contractor nor any of its subcontractors, suppliers, or vendors, or the employees, agents or representatives of any of them, will redistribute, market, publish, disclose or divulge to any other person, firm or corporation, or use or modify for use, directly or indirectly in any way for anyone, any such Confidential Information, without the express prior written consent of Owner.
- 10.2 Contractor's obligations under this Section 10 with regard to Confidential Information shall be in effect at all times during the performance of the Work and shall continue: (i) with regard to each item of Confidential Information which constitutes a trade secret under the Applicable Laws, for such time as such item shall continue to constitute a trade secret under the Applicable Laws; and (ii) with regard to each item of Confidential Information other than trade secrets, for a period of three (3) years following return of such item to Owner.
- 10.3 Information shall not constitute Confidential Information which (i) was known to Contractor prior to the date of disclosure by Owner as evidenced by Contractor's written records; (ii) is in or becomes in the public domain by reason other than a breach of this Covenant; or (iii) legally comes into Contractor's possession without an obligation of confidentiality through channels independent of Contractor.
- 10.4 The terms and covenants of this Section 10 will survive expiration or termination of this Agreement. Upon such expiration or termination, Contractor agrees to immediately return to Owner any and all tangible or written expressions of all Confidential Information or proprietary information of Owner in the possession of Contractor or any of its employees or agents.

11 NO PROMOTION

- 11.1 Contractor shall acquire no right under this Contract to use, and shall not use, the name, logo, or any mark of Owner, or those of Owner's parent, affiliates, divisions and subsidiaries, any division or project of Owner, in any of Contractor's advertising, publicity, or promotion to express or imply any endorsement by Owner of Contractor's Work or in any other manner whatsoever without Owner's prior written consent, which may be withheld in Owner's sole discretion. Contractor will not use photographs or depictions of the Project or any other portions of Owner's development for advertising or promotional purposes, and Contractor will not advertise or promote itself as being involved in the Project without Owner's prior written permission in Owner's sole discretion.

12 SUBSTANTIAL COMPLETION

- 12.1 Unless provided for otherwise in Section 12.1 of **the Key Business Terms**, Contractor will achieve substantial completion of the entire Work ("Substantial Completion") when the work is complete except for minor punch list items and available for Owner's beneficial occupancy and use for its intended purpose.
- 12.2 In no event will Substantial Completion occur until all applicable governmental agencies having jurisdiction over the Work have issued either an unconditional Certificate of Completion or unconditional Certificate of Occupancy with respect to the Work or the equivalent, including landscaping and common areas (as applicable), unless withheld due solely to causes beyond the control or fault of Contractor. Notwithstanding anything to the contrary contained herein, Contractor shall be responsible for obtaining the unconditional Certificate of Completion or unconditional Certificate of Occupancy or the equivalent (whichever is applicable)

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with respect to the Work, unless withheld due solely to causes beyond the control or fault of Contractor. Owner shall comply with all of its obligations required by the issuing authority in order to enable the Contractor to obtain such Certificate(s).

13 LIQUIDATED DAMAGES

13.1 Contractor acknowledges that Owner will be severely damaged in the event that Contractor fails to achieve Substantial Completion within the Contract Time. Owner's damages may include, without limitation, lost revenues, profits, rent, and income, and additional and extended costs for contract administration, financing, insurance, rental, storage, and relocation. Contractor will be liable to Owner for Liquidated Damages if applicable to this Agreement, as indicated in Section 13.1 of the **Key Business Terms**.

14 ACCEPTANCE OF WORK

14.1 Contractor will schedule all final inspections required by governing authorities with jurisdiction and utilities.

14.2 Contractor will prepare a proposed detailed punchlist identifying all Work known by Contractor or its subcontractors to be incomplete, defective, or non-conforming, which Contractor will provide to Owner in both a physical and an electronic form with Contractor's written notice when Contractor considers the entire Work to have achieved Substantial Completion. Contractor will prepare and provide Owner with a similar proposed detailed punchlist and written notice if and to the extent that Owner agrees in writing, in its sole discretion, to accept Substantial Completion of a portion or a phase of the Work in advance of Substantial Completion of the entire Work.

14.3 Owner and Design Professional or a designated consultant, will inspect the Work after Contractor's completion of its obligations under Article 14.2, to determine if Contractor achieved Substantial Completion. Owner will notify Contractor of Owner's determination as follows:

14.3.1 In the event Owner determines that Contractor has not achieved Substantial Completion, Owner's notice to Contractor will identify all incomplete, non-conforming, and defective Work that precludes Substantial Completion. Contractor will promptly complete and correct all such Work before providing a renewed notice under this section.

14.3.2 In the event Owner determines that Contractor achieved Substantial Completion, Owner's notice will either approve Contractor's proposed punchlist or include a revised comprehensive punchlist, which will include all Work known at that time by Contractor and its subcontractors, Owner, and Design Professional to be incomplete, defective, or non-conforming (the "Punchlist").

14.4 Contractor will employ a dedicated punchlist crew, whose sole responsibility will be to promptly and diligently commence and complete and correct all items on the Punchlist. Failure to include an item on the Punchlist will not alter Contractor's responsibility to promptly and diligently complete and correct all Work so that it conforms to the Contract Documents, nor preclude Contractor, Owner, Design Professional, or any person designated by Owner from supplementing the Punchlist any time before Final Completion.

14.5 All workmanship and materials provided by Contractor shall be subject to the approval of the Owner, the Design Professional, and the governmental agencies and utilities that are responsible for inspecting and/or accepting the Work. In no event will Owner's approval of the Work be considered acceptance of any incomplete, defective, or non-conforming Work that is not expressly identified with particularity and accepted by Owner in a written Change Order signed by an authorized representative of Owner.

14.6 Contractor will notify Owner in writing when Contractor has completed all items on the Punchlist. Owner and Design Professional or a designated consultant, will inspect the Work thereafter to determine if Contractor achieved Final Completion. Owner will notify Contractor of Owner's determination. In the event Owner determines that Contractor has not achieved Final Completion, Owner's notice to Contractor will identify all items on the Punchlist that preclude Final Completion. Contractor will promptly complete and correct all such

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Items before providing a renewed notice under this section.

15 EXTENSION OF TIME

15.1 Contractor may be entitled to an extension of the Contract Time in the event of delay to the planned critical path activities on the then most current update to the Construction Schedule due solely to Owner ordered Changes to the Work; Owner ordered Suspension; any acts or omissions of Owner or Design Professional, or any employee, consultant, representative, or agent of any of them; a Force Majeure Event (as defined in Section 15.5); an Abnormal Adverse Weather Conditions (as defined in Section 15.4); a Differing Site Condition; or other causes that are beyond the control and without the fault or negligence of Contractor or any of its subcontractors, suppliers, or vendors of any tier, or any of the employees, consultants, representatives, or agents of any of them.

15.2 Contractor will only be entitled to a time extension under Section 15.1 if and to the extent that it provides Owner with written notice of the existence of the delay and written submission of the following information within the time periods set forth in Sections 15.3 or 15.4, as applicable:

- 15.2.1 Nature of the delay
- 15.2.2 Cause of the delay;
- 15.2.3 Date that the delay first started;
- 15.2.4 Actual or estimated length of the delay;
- 15.2.5 A copy of the most current update to the Construction Schedule that immediately preceded the start of the delay;
- 15.2.6 Identification of the specific critical path activities on the then current update to the Construction Schedule impacted by the delay; and
- 15.2.7 Recommended actions to avoid or minimize the effects of the delay.

Contractor acknowledges that Owner will be prejudiced by Contractor's failure to provide both the written notice and the written submission of such information within the time periods set forth above. Contractor's failure to provide such written notice and information within the times indicated will waive any claim that Contractor could otherwise make for a time extension due to such delay.

15.3 Other than a claim for a time extension due to an Abnormal Adverse Weather Condition, Contractor will provide Owner with (1) written notice of the existence of the delay within seventy-two (72) hours after the start of the delay, and (2) written submission of the information required by Section 15.2 within seven (7) days after the start of the delay.

15.4 An Abnormal Adverse Weather Condition occurs when the adverse weather conditions actually occurring at the Site for a particular calendar month are more severe than the adverse weather conditions that occurred at the National Oceanic and Atmospheric Administration's weather reporting station closest to the Site for the same calendar month during the previous ten (10) year period ("Abnormal Adverse Weather Condition"). To make a claim for a time extension due to Abnormal Adverse Weather Conditions, Contractor must provide Owner with (1) written notice of such claim within three (3) days of the date that the adverse weather conditions became abnormal, and (2) written submission of the information required by Section 15.2, along with (i) Contractor's daily reports documenting the actual weather conditions at the Site and (ii) the weather records of the National Oceanic and Atmospheric Administration's weather reporting station closest to the Site for the same calendar month during the previous ten (10) year period, within seven (7) days after the end of the month during which the Abnormal Adverse Weather Conditions occurred. Adverse weather conditions which do not meet the criteria set forth herein will not be cause for a time extension.

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- 15.5 A force majeure event occurs when there is a delay to the planned critical path activities on the then most current update to the Construction Schedule due solely to fire, flood, landslide, sinkhole, hurricane, tornado or other unanticipated act of God, malicious mischief, theft, strike or lockout (other than by workers on this Project), national or regional shortages of material, or war, injunction, unusual delays in approval by a governing authority with jurisdiction, or other unanticipated act of Governmental; provided Contractor and its subcontractors, suppliers, and vendors of any tier, and the employees, consultants, representatives, agents of any of them, did not cause or contribute to such event, and Contractor and its subcontractors, suppliers, and vendors of any tier, and the employees, consultants, representatives, agents of any of them use best efforts to timely avoid or mitigate the effects of such event ("Force Majeure Event").
- 15.6 Contractor will not be entitled to an increase in the GMP or any additional compensation from Owner and hereby waives any claim due to delay from any cause whatsoever, other than a delay caused solely by an Owner ordered Change to the Work or Owner ordered Suspension of the Work for reasons not wholly or partly attributable to Contractor, including without limitation additional compensation due to additional direct costs, extended or additional general conditions costs, lost profits, Site office overhead and expenses, home office overhead and expenses, and any other economic loss that Contractor may incur by reason of such delay. Contractor's right to a time extension will be Contractor's sole remedy in the event of a delay, other than a delay due solely to an Owner ordered Change to the Work or an Owner directed Suspension of the Work.

16 APPLICATION FOR PAYMENTS AND PROCEDURES

16.1 Before signing the Agreement

- 16.1.1 Contractor and Owner jointly prepared the "Draw Schedule", which is attached to this Agreement as **Exhibit "G"** (the "Draw Schedule"), as an estimate of the anticipated monthly draw amounts that Contractor will request from Owner during the progress of the Work.
- 16.1.2 Contractor prepared the "Schedule of Values" attached to this Agreement as **Exhibit "H"** (the "Schedule of Values"), which Contractor represents to Owner is a true and accurate accounting of the Cost of the Work broken down to discrete work activities for each discrete trade. Upon Owner's written request, Contractor will provide Owner with documents substantiating the accuracy of the Schedule of Values.

16.2 Owner may use the Draw Schedule and the Schedule of Values as a basis for reviewing and paying Contractor's Applications for Payment of a progress or final payment; provided, however, in no event will Owner be obligated to pay Contractor more than the GMP or the actual Cost of the Work incurred by Contractor through the last day upon which the Application for Payment is based.

16.3 On a monthly basis, Contractor may submit an "Application for Payment" to Owner for a progress payment in the form attached hereto as **Exhibit "J"** (the "Application for Payment"), along with all other information and documents required by Section 16.6 or otherwise requested by Owner to substantiate Contractor's right to a progress payment, on or before the twenty-fifth (25th) day of the calendar month (the "Application Date") for materials properly stored and Work properly completed during the one month period commencing on the first (1st) day of the month and reasonably estimated to be complete by the last day of the month.

16.4 Contractor's submission of each Application for Payment to Owner for a progress or final payment is a representation by Contractor to Owner that all Work indicated therein is complete and in conformance with the Contract Documents.

16.5 Contractor will calculate the progress payment requested in each Application for Payment, as follows:

- 16.5.1 The current value of the Work, which will equal the lowest value of materials properly stored and Work properly completed and in place based upon:
- 16.5.1.1 The percentage and value of materials properly stored and Work properly completed and in place based upon the Schedule of Values;

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- 16.5.1.2 The projected percentage and projected value of materials properly stored and Work properly completed and in place based upon the Draw Schedule;
- 16.5.1.3 The value of materials properly stored and Work properly completed and in place based upon actual Cost of the Work incurred by Contractor through the last date of the month, which Contractor has either paid or intends in good faith to pay upon receipt of Payment from Owner.
- 16.5.2 Less retainage on the current value of the Work
- 16.5.3 Less the amount Owner has paid Contractor through the Application Date, plus any anticipated payments from Owner to Contractor through the last date of the month;
- 16.6 Owner's obligation to review and process each Application for Payment of a progress payment is subject to Contractor providing the following documents, which are absolute conditions precedent to Owner's obligation to make such progress payment to Contractor:
- 16.6.1 A notarized "**Waiver and Release of Lien Upon Progress Payment**" signed by Contractor in the form attached hereto as **Exhibit "L"**;
- 16.6.2 A notarized "**Unconditional Waiver and Release of Lien**" in the form attached hereto as **Exhibit "K"**, signed by each first -tier and, if directed by Owner, lower tier subcontractor, supplier, and vendor whose portion of the Work was included and paid in the previous Application for Payment;
- 16.6.3 Contractor's signed and notarized "**Progress Payment Affidavit**" in the form attached hereto as **Exhibit "M"**, setting forth all outstanding and unpaid bills for Work or materials which have been incurred on the Project to date;
- 16.6.4 Contractor's updated Construction Schedule; and
- 16.6.5 Such other evidence of performance of the Work, the costs thereof and the payment therefore as Owner may deem necessary or desirable, all in a form and content acceptable to Owner.
- 16.7 Owner's payment of any Application for Payment for a progress or final payment shall not constitute acceptance of defective, non-conforming, or incomplete Work.
- 16.8 Contractor's failure to properly prepare and support an Application for Payment for a progress or final payment, including requesting payment for Work not performed or failure to include all the information and documents required by Owner, may result in Owner returning the Application for Payment to Contractor without review for Contractor's correction and resubmission to Owner.
- 17 PROGRESS PAYMENTS**
- 17.1 Owner will review and notify Contractor within fifteen (15) days of the date that Owner receives a properly prepared Application for Payment, and all information and documents required by Section 16, whether the payment requested is approved or rejected, in whole or in part. Owner's notice will indicate the amount and basis for rejecting all or any part of the Application for Payment.
- 17.2 Owner will pay to Contractor an amount equal to ninety percent (90%) of the net amount approved, after deducting any sums withheld by Owner under Section 18 of the Agreement or otherwise due Owner as a credit, backcharge, or set-off, within thirty (30) days of Owner's receipt of each properly prepared and supported Application for Payment. The remaining ten percent (10%) constitutes "Retainage."
- 17.2.1 Upon Contractor's request, Owner may, at its sole discretion, release a portion of the retainage to Contractor to be paid to one or more identified subcontractors who fully and properly complete their portion of the Work before the overall progress of the Work is fifty (50%) percent complete.

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17.2.2 The remaining retainage will be released to Contractor when a certificate of Substantial Completion is fully signed by Owner and Contractor, less a holdback of retainage equal to two hundred (200%) of the value of the items in the punchlist, as determined by Owner, which will be paid to Contractor in the Final Payment, less any credits, setoffs, or deductions that Owner is entitled to take.

17.3 Owner may, at its sole and absolute discretion, and without obligation, make joint or direct payments to subcontractors, suppliers, vendors, and workers, of any tier, for labor, materials, equipment, and services provided in connection with the Work, in which event such payments will be credited against the Contract Price and deducted from the GMP.

18 WITHHOLDING PAYMENT TO CONTRACTOR

18.1 Owner may withhold its approval of an Application for Payment of a progress or final payment, or withdraw an approval previously given, in whole or in part, if and to the extent that Owner determines, in its sole and absolute discretion, that such action is prudent to protect Owner from loss or damage due to:

- 18.1.1 Failure of the Contractor to carry out the Work in conformance with the Contract Documents;
- 18.1.2 Defective Work not remedied;
- 18.1.3 Claims filed or reasonable evidence indicating the probable filing of such claims;
- 18.1.4 Failure or alleged failure of Contractor to pay subcontractors, suppliers, vendors, or others of any tier, providing labor, materials, equipment, or services in relation to the Work, in accordance with their agreements with Contractor;
- 18.1.5 Failure of Contractor to satisfy all conditions precedent to payment, including without limitation Contractor's failure to provide an updated Construction Schedule and required lien waivers and releases;
- 18.1.6 Reasonable evidence that the Work will not be completed within the GMP;
- 18.1.7 Damage to Owner or others, including without limitation, the Design Professional, a Separate Contractor, neighboring property owners, tenants, invitees, licensees, and trespassers;
- 18.1.8 Reasonable evidence that the Work will not be completed with the Contract Time;
- 18.1.9 Failure to transfer claims of lien from the Property;
- 18.1.10 Failure of Contractor to submit any information required by this Agreement.

18.2 Contractor shall not stop Work pending resolution of a dispute between Owner and Contractor.

19 FINAL PAYMENT

19.1 Upon achieving Final Completion, Contractor will submit an Application for Payment to Owner for final payment on the "Application for Payment" form attached to the Agreement as Exhibit "J", along with all documents required by Section 19.2 or otherwise requested by Owner to substantiate Contractor's right to final payment.

19.2 Owner's obligation to review and process the Application for Payment of final payment is subject to Contractor providing the following documents, which are absolute conditions precedent to Owner's obligation to make such final payment to Contractor:

- 19.2.1 Contractor's final accounting signed by Contractor's CFO or a CPA;
- 19.2.2 Contractor's notarized waiver and release of lien upon final payment signed by Contractor on the "Waiver and Release Upon Final Payment" form attached to the Agreement as Exhibit "N";

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- 19.2.3 Notarized unconditional final waivers and releases of lien signed by all first tier, and, if directed by Owner, lower tier subcontractors, suppliers, and vendors on the **"Waiver and Release Upon Final Payment"** form attached to the Agreement as **Exhibit "N"**;
 - 19.2.4 Contractor's certification to Owner that the Project has been fully completed in conformance with the Plans and Specifications
- 19.3 Owner will pay the unpaid balance of the Contract Price or the GMP, whichever is less, to Contractor within thirty (30) days after all of the following absolute conditions precedent to Owner's obligation to make final payment are satisfied:
- 19.3.1 Contractor achieves Substantial Completion of the Work as defined in Article 12;
 - 19.3.2 Contractor completes all items on the Punchlist as provided for in Article 14;
 - 19.3.3 Owner approves Contractor's Application for Final Payment;
 - 19.3.4 Owner approves Contractor's final accounting;
 - 19.3.5 Contractor assigns to Owner all subcontractor and manufacturer warranties not already issued in Owner's name;
 - 19.3.6 Contractor makes final payment to all subcontractors, suppliers, vendors, and workers of any tier;
 - 19.3.7 Contractor provides Owner with a notarized Contractor's final affidavit that complies in every respect with Fla. Stat. §713.06 on **"Contractor's Final Affidavit"** form attached to the Agreement as **Exhibit "O"**;
 - 19.3.8 Completion of "As-Built" Plans showing the completed Project and the location of all easements and encroachments, if any, and showing all approved conditions, utility locations, certified by a licensed Florida land surveyor. Contractor shall furnish to Owner, as a Cost of the Work, four (4) sets of "As-Built" Plans certified by Contractor to be true and correct.
- 19.4 Acceptance of the Work as achieving Final Completion will not constitute acceptance of any defective, incomplete, or non-conforming Work or improper materials or workmanship or waiver of any claim which Owner may have under the Contract Documents or under the Applicable Laws; unless expressly identified with particularity and acknowledged by Owner in a written Change Order signed by an authorized representative of Owner.
- 19.5 Owner may, in its sole and absolute discretion, agree to make Final Payment to Contractor before Contractor completes all items on the Punchlist, in which event Owner will have the right to withhold an amount equal to two hundred percent (200%) of the estimated cost to complete all incomplete, nonconforming, and defective Work, as determined by Owner.

20 AGREEMENT TO CORRECT DEFECTIVE WORK

- 20.1 In addition to any other warranty obligation owed to Owner by contract or law, Contractor will promptly and diligently upon its discovery or its receipt of Owner's notice, whichever occurs first, and, at Owner's option, correct, complete, or remove and replace ("Remediate") all Work found to be defective, non-conforming, or incomplete ("Defects"), whether discovered before or after Substantial Completion. Contractor will commence to Remediate Defects identified by Owner as an emergency, involving the building envelope, or any plumbing, electrical, air conditioning, fire protection, or other utility services no more than forty-eight (48) hours after Contractor's discovery or receipt of Owner's notice thereof. Contractor will commence to Remediate all other Defects no more than ten (10) days after Contractor's discovery or receipt of Owner's notice thereof. Owner may, but shall not be required to, Remediate Defects at Contractor's cost in the event Contractor fails to commence and thereafter diligently continue to Remediate any Defect within the times

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indicated until fully Remediated. Owner may also, but shall not be required to, Remediate Defects at Contractor's cost, without prior notice to Contractor, in the event that Owner determines that a Defect poses an unreasonable risk of harm to person, property, or its economic interests. Contractor shall immediately pay reasonable expenses incurred by Owner to Remediate any Defects.

- 20.2 Contractor's corrective Work will conform in all respects with the Contract Documents. All costs related to the Remediation of Defects, including but not limited to the cost to uncover, remove, replace, and reinstall equipment and materials to gain access to the Defects or damaged during the Remediation Work will be borne by Contractor. Contractor's Surety will expressly guarantee full and timely performance of Contractor's warranty obligations herein.
- 20.3 Contractor's obligation to Remediate Defects will in no event establish a limitation period for Contractor's other obligations under the Contract Documents, including without limitation its obligation to perform the Work in conformance with the Contract Documents.

21 CHANGES TO THE WORK

- 21.1 Owner may, at any time, without invalidating this Agreement, and without notice to the Surety, if any, make changes within the general scope of the Work ("Change(s) to the Work"). To be effective, all Changes to the Work must be memorialized by a change order signed by Owner and Contractor ("Change Order") on the "Change Order" form attached hereto as Exhibit "P" and signed by an authorized representative of Owner.
- 21.2 Changes to the Work may be accomplished after the Parties sign this Agreement, by Amendment, Change Order, or Field Directive.
- 21.3 Contractor will make no Change(s) to the Work unless and until Owner authorizes Contractor to make such Change(s) to the Work by a written Change Order or Field Directive signed by Owner in accordance with, and in strict compliance with, the requirements of the Contract Documents. No person acting for or on behalf of Owner will have authority to modify or waive this requirement, which is an essential term of the Agreement.
- 21.4 Contractor will proceed promptly to perform all Changes to the Work upon receipt of either a Change Order or a Field Directive signed by Owner, unless provided for otherwise therein.
- 21.5 No claim that Owner has expressly or impliedly accepted alterations or additions to the Work, or that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any unjust enrichment, shall be the basis for any claim to an increase to the GMP or Contract Time or both.
- 21.6 In no event will Contractor be entitled to an adjustment of the GMP or Contract Time or both on the basis that a Change to the Work is necessitated by Contractor's failure to familiarize itself with the Applicable Laws or the practices of any governing authority with jurisdiction over the Project or the Work. The Contractor will not be held liable for design errors that conflict with or do not meet Applicable Laws or practices of any governing authority with jurisdiction over the Project or the Work ("Design Errors") if the Contractor provided Owner with prior written notice of the Design Errors and was directed by the Owner, in writing, to proceed with the Work notwithstanding the Design Errors.

22 CHANGE REQUEST

- 22.1 Contractor shall, within fourteen (14) calendar days following receipt of a written change request or, if applicable, within the time set forth in a Field Directive from Owner (the "Change Request"), submit to Owner a written proposal for fully performing the proposed change to the Work ("Contractor's Proposal"). Contractor's Proposal will include all time and cost affects, if any, arising out of or relating to the proposed change to the Work.
- 22.2 Contractor's Proposal will set forth in detail Contractor's best estimate of the actual increases and decreases to the direct Cost of the Work and a proposed net adjustment to the GMP, if any, to carry out the proposed changes to the Work for the following all cost categories:

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- 22.2.1 Materials, quantities and unit prices, if applicable;
 - 22.2.2 Labor man hours and wages by trade;
 - 22.2.3 Equipment type and size and rental rate;
 - 22.2.4 Subcontract cost with backup detail for such items.
- 22.3 Contractor's sole markup for all net additive Changes in the Work shall be limited to the markups identified in Section 22.3 of the **Key Business Terms**. The amount of credit for net deductive Changes in the Work will be actual net decrease to the Cost of the Work, as supported by Contractor and confirmed by Owner.
- 22.4 Contractor's Proposal will identify in detail Contractor's best estimate of the actual increases and decreases to the Contract Time, and a proposed net adjustment to the Contract Time, if any, to carry out the proposed changes to the Work, along with providing the following information:
- 22.4.1 The duration of time to perform the proposed changes to the Work;
 - 22.4.2 Identification of all necessary predecessor and successor activities to the performance of the proposed change to the Work, along with a description of their logic relationship to the proposed changes to the Work, such as start to start, start to finish, and finish to finish, along with any lag time;
 - 22.4.3 Dates on the most current update to the Construction Schedule when Contractor anticipates commencing and completing performance of the proposed changes to the Work;
 - 22.4.4 All activities in the most current update to the Construction Schedule that will be affected in any way by the proposed changes to the Work;
 - 22.4.5 All critical path activities in the most current update to the Construction Schedule that will be delayed or accelerated by the proposed changes to the Work;
 - 22.4.6 Contractor's proposed revisions to the most recent update to the Construction Schedule, including changes in logic, durations, and relationships between activities in and activities added to or deleted from the most recent update to the Construction schedule; and
 - 22.4.7 Demonstrate to Owner's satisfaction of the extent, if any, to which the proposed changes to the Work will cause Contractor to accelerate or to delay critical path activities on the most current update to the Construction Schedule.
- 22.5 Owner may issue a Field Directive to Contractor in the event Owner decides to proceed with any Changes in the Work before Owner accepts Contractor's Proposal, regardless of whether Owner has received Contractor's Proposal, and whether the time period for pricing the proposed changes to the Work has expired.
- 22.6 If Contractor fails to submit Contractor's Proposal to Owner within the time period for pricing the proposed Changes to the Work, Owner may issue a Change Order to Contractor for the Changes to the Work, setting forth Owner's estimate of the adjustments to the GMP or Contract Time or both resulting from the Changes to the Work, which will be binding on Contractor, without further negotiation.

23 CHANGE ORDERS

- 23.1A Change Order is a written order prepared by Owner and signed by Contractor and Owner after execution of the Agreement, memorializing their full and final agreement upon all of the following:
- 23.1.1 A Change to the Work;
 - 23.1.2 The amount of the adjustment to the Guaranteed Maximum Price, if any; and
 - 23.1.3 The extent of the adjustment to the Contract Time, if any.

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24 FIELD DIRECTIVE

24.1A Field Directive is a written directive signed by Owner and issued to Contractor that authorizes Contractor to proceed with performing Change(s) to the Work in advance of the Parties reaching a full and final agreement to an adjustment, if any, to the GMP or the Contract Time or both. Owner may also issue a Field Directive where the Parties dispute whether certain work is defective or required by the Contract Documents. Issuance of a Field Directive is not an admission that Contractor is entitled to an adjustment to either the GMP or the Contract Time.

24.2 A Field Directive may propose, at Owner's option, an adjustment or a method for adjusting the GMP. Upon receipt of a Field Directive, Contractor shall promptly advise Owner of Contractor's agreement or disagreement with the adjustment or the proposed method of adjustment set forth therein. A Field Directive signed by the Contractor indicates agreement of the Contractor therewith, including the adjustment or proposed method of adjustment to the GMP, which will be effective immediately and recorded as a Change Order.

24.3 Unless Owner directs otherwise, Contractor will not stop or suspend performance of a Field Directive in the event of a dispute between the Parties as to the adjustment to the GMP or the Contract Time or both resulting from a Change to the Work. In such an event, Contractor will keep and present to Owner on a weekly basis separate, accurate cost records, including time sheets, invoices, and equipment utilization records, of the actual costs incurred and costs saved by Contractor for the direct Cost of the Work items set forth in Section 22.2 to perform the Changes in the Work. In no event will Owner be obligated to increase the GMP by more than the sum of such actual cost records, plus a reasonable Markup calculated in conformance with Section 22.3.

24.4 Contractor may include in its Application for Payment amounts not in dispute, as determined by Owner, pending a final determination of the adjustment to the GMP, if any, resulting from a Field Directive.

25 CONSTRUCTION SCHEDULE

25.1 Contractor prepared and submitted the Construction Schedule (the "Construction Schedule"), prior to the execution of this Agreement, which is attached hereto as **Exhibit "F"**. Unless approved by Owner, Contractor will prepare the Construction Schedule using a critical path ("CPM") analysis of construction activities and logical relationships for the orderly and timely performance and completion of all Work.

25.2 The Construction Schedule shall be complete in all respects, covering, in addition to activities and interfaces with other contractors at the Project, off-Site activities such as design, fabrication, an allowance for normal adverse weather delays consistent with Section 15.4, submittals, procurement and delivery to the Site of Contractor and Owner furnished material and equipment. In addition, Contractor will submit a detailed written narrative description of its plan for performing the Work that tracks the Construction Schedule.

25.3 The Construction Schedule shall include the following:

- 25.3.1 Separate activities for each item of work performed by each trade in each discrete location of the Project;
- 25.3.2 The necessary predecessor and successor activities for each activity and their logical connection to the activity;
- 25.3.3 The duration, early start, early finish, late start, late finish, and float time for each activity
- 25.3.4 Brief description of each activity;
- 25.3.5 Indication of all activities on the critical path;
- 25.3.6 Indication of all activities with less than one (1) month of float; and
- 25.3.7 Contract and other major milestones.

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25.4 The initial Construction Schedule and each periodic update of the same shall be accompanied by a separate tabular listing of all activities in the Construction Schedule which shall include the following:

- 25.4.1 A listing of all activities by activity description, each identified by mode or activity number;
- 25.4.2 The duration of each activity;
- 25.4.3 Earliest start and finish dates for each activity;
- 25.4.4 Latest start and finish dates for each activity;
- 25.4.5 Float time for each activity;
- 25.4.6 As each duration, start date, finish date and float times of each activity become actual, it shall be noted as such on the periodic update; and
- 25.4.7 As each activity is completed, it shall be noted as such on the periodic update.

25.5 Contractor shall promptly inform Owner of any proposed change in the Construction Schedule and shall furnish Owner with a revised Construction Schedule and narrative within ten (10) calendar days after approval by Owner of such change in the form of a Change Order. The Construction Schedule, shall be kept current, taking into account the actual progress of Work and shall be updated and submitted to the Owner every thirty (30) calendar days. The revised Construction Schedule and narrative shall be sufficient to meet the requirements for the completion of the separable parts of any and all Work as set forth in this Agreement. No Application for Payment will be approved by the Owner until receipt of these Construction Schedule updates.

26 PROGRESS

26.1 Contractor will keep Owner fully informed in writing in advance of the progress of the Work as to Contractor's plans for performing each part of the Work. If at any time during the progress of the Work, Contractor's actual progress is inadequate to meet the requirements of this Agreement, Owner may notify Contractor in writing that it is behind schedule, in which event Contractor will promptly take such steps as may be necessary to recover the planned progress of the Work.

26.2 If Contractor does not recover the planned progress of the Work within the time set by Owner in the notice, or within a reasonable period of time as determined by Owner, then Owner may require that Contractor take all or some of the following actions, without any increase to the GMP: increase the number of Contractor's workers; increase the number of shifts; work overtime or weekends; expedite the procurement and delivery of materials and equipment; increase the amount of construction plant at the Site; supplement Contractor's performance of the Work through separate contractors. In no event will Owner's issuance of notice, or failure to issue notice, relieve Contractor of its obligation to achieve the quality of Work and rate of progress required by this Agreement.

26.3 Failure of Contractor to comply with the instructions of Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within times specified. Upon such determination, following the notice and cure procedures provide for in Section 27, Owner may terminate Contractor's right to proceed with the performance of this Agreement, or any separable part thereof, in accordance with the applicable provisions of this Agreement.

27 DEFAULT

27.1 Contractor shall be in default under the Contract Documents under any of the following circumstances:

- 27.1.1 Failure of the Contractor to supply enough properly skilled workers or materials to maintain the planned progress of the Work;
- 27.1.2 Failure to make prompt payment to subcontractors or suppliers for materials or labor in conformance with their agreements with Contractor;
- 27.1.3 Failure to comply with the Applicable Laws;

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- 27.1.4 Failure to comply with any terms or conditions of the Contract Documents;
- 27.1.5 Failure to perform Work which conforms to the requirements of the Contract Documents;
- 27.1.6 Failure to meet the Construction Schedule or to make progress so as to endanger the timely completion of the Work; or
- 27.1.7 Abandonment or refusal to proceed with any Work, including Changes to the Work.

27.2 Owner may not terminate the Agreement for default until such time as Owner has provided Contractor notice of its default and given Contractor seven (7) days to cure such default, except in circumstances where the nature of the default precludes cure, or a default involving safety to persons in which event Owner can act immediately. If the Contractor fails to (i) cure the default within the seven (7) day cure period or (ii) take appropriate measures, as determined by the Owner in the Owner's sole discretion, to begin to cure the default, then the Owner may terminate the Agreement for default under Article 28. Nothing herein will preclude Owner from enforcing all rights and remedies to which Owner is entitled to under the Contract Documents or the Applicable Laws for any breach or default by Contractor, regardless of whether such breach or default is timely cured.

27.3 If a finding of default is made, the Contractor shall remain responsible for performance of the requirements of the Contract Documents.

28 TERMINATION FOR DEFAULT

28.1 In the event of a default by Contractor which is not cured in accordance with the Section 27.2, Owner may, in addition to any other remedy allowed by the Applicable Laws or provided for in the Contract Documents, terminate in whole or in part, Contractor's right to proceed with the Work by written notice and prosecute the Work to completion by any other method deemed expedient. In such event, Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the Work, if purchased by Contractor specifically for this Project and excluding tools and equipment owned by subcontractors and vendors.

28.2 Contractor and its Surety shall be liable for all costs reasonably incurred by Owner in the completion of the Work as scheduled, in excess of the Guaranteed Maximum Price, including cost of administration of any contract awarded to others for completion and Liquidated Damages.

28.3 Upon termination for default, Contractor shall:

- 28.3.1 Immediately discontinue Work on the date and to the extent specified in the notice and place no further purchase orders or enter into any new subcontracts to the extent that they relate to the performance of Work terminated;
- 28.3.2 Inventory, maintain and turn over to Owner all materials, plant, tools, equipment and property furnished by Contractor or provided by Owner for performance of Work;
- 28.3.3 Promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Work or assign those agreements to Owner as directed;
- 28.3.4 Assign all subcontracts identified by Owner to either Owner, Contractor's surety, or a replacement contractor;
- 28.3.5 Cooperate with Owner in the transfer of information and disposition of Work in progress so as to mitigate damages;
- 28.3.6 Comply with other reasonable requests from Owner regarding the terminated Work; and

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28.3.7 Continue to perform in accordance with all of the terms and conditions of this Agreement, such portion of Work that is not terminated.

28.4 If, upon termination pursuant to this Article, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued as an Optional Termination under Article 29 of the Agreement.

29 OPTIONAL TERMINATION

29.1 Owner may, at its option (the "Optional Termination"), terminate this Agreement in whole or in part, at any time, for any reason, with or without cause, by written notice to Contractor. Contractor's sole remedy for an Optional Termination will be to receive payment from Owner in accordance with Section 29.3 below, which in no event will exceed the GMP. Contractor waives any claim for damages from Owner as a result of an Optional Termination to the extent not expressly provided for in Section 29.3, including but not limited to loss of anticipated profits on unperformed Work.

29.2 Upon receipt of Owner's notice of an Optional Termination, Contractor shall, unless the notice requires otherwise:

29.2.1 Immediately discontinue Work to extent specified in the notice;

29.2.2 Place no further orders for labor, materials, services, or facilities, other than as may be necessary or required for completion of any Work not subject to the Optional Termination;

29.2.3 Promptly cancel or terminate all applicable subcontracts, purchase orders, and equipment rental agreements on terms satisfactory to Owner, except to the extent that such subcontracts, purchase orders, or rental agreements are not subject to the Optional Termination or are identified by Owner as subcontracts, purchase orders, and rental agreements that Owner or its designee elects to accept the assignment thereof;

29.2.4 Assign all subcontracts, purchase orders, and rental agreements identified by Owner or its designee for acceptance of assignment;

29.2.5 Assist Owner in the maintenance, protection and disposition of property acquired by Owner under this Agreement to the extent requested by Owner in writing; and

29.2.6 Complete performance of any Work that is not subject to the Optional Termination.

29.3 In the event of an Optional Termination, Owner will pay to Contractor as full and final payment for all cost, expenses, and damages arising out of or relating to the Optional Termination, as follows (without duplication of any cost or charge):

29.3.1 All Cost of the Work due and not previously paid to Contractor for Work properly performed and completed in conformance with this Agreement, plus Contractor's Fee thereon, through the effective date of the Optional Termination; and

29.3.2 The reasonable and necessary Cost of the Work incurred by Contractor, plus Contractor's Fee thereon, to demobilize from the Site, and to cancel, terminate, and assign subcontractors, purchase orders, and rental agreements in accordance with the Contract Documents.

29.3.3 OR the unpaid balance of the GMP, whichever is less.

29.4 In the event of a partial Optional Termination, the GMP will be reduced by Amendment to the Agreement to reflect the value of the remaining Work not subject to the Optional Termination in proportion to the GMP initially established for the entire Work.

29.5 Within thirty (30) days after its receipt of the notice of Optional Termination, Contractor will submit Contractor's Proposal to adjust the GMP and Contract Time in proportion to the initial GMP and Contract Time

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to accurately reflect the savings in the Cost of the Work and Contractor's Fee, resulting from the terminated Work. Owner will promptly review Contractor's Proposal, and then notify Contractor whether the Proposal is accepted. Owner will provide Contractor with the basis for rejecting all or any part of the Proposal, in which event Contractor may make a claim in strict conformance with the Contract Documents of any objection it may have to Owner's determination.

30 SUSPENSION

30.1 Owner may, at its sole option, and upon prior notice, suspend at any time and for any reason, with or without cause, the Contractor's performance of all or any portion of Work (a "Suspension"). Owner will notify Contractor in writing of any Suspension. Owner's notice may designate the amount and type of plant, labor and equipment to be committed to the Project during the Suspension period. Contractor will use best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with Suspension.

30.2 Upon receipt of a notice of Suspension, Contractor shall, unless the notice requires otherwise:

- 30.2.1 Immediately discontinue Work to the extent specified in the notice;
- 30.2.2 Enter into no new subcontracts, purchase orders, or rental agreement, except if and to the extent authorized by Owner in writing;
- 30.2.3 Suspend all applicable subcontracts, purchase orders, and rental agreements on terms satisfactory to Owner;
- 30.2.4 Continue to protect and maintain the Work, including those portions on which Work has been suspended; and
- 30.2.5 Take any other reasonable steps to minimize costs associated with such Suspension.

30.3 The GMP will be adjusted if and to extent that Contractor incurs additional reasonable and necessary Cost of the Work as a direct result of the Suspension, without duplication, as follows:

- 30.3.1 Agreed upon rates for Contractor's administrative staff and supervisory personnel, construction equipment, plant, and Site overhead costs if and to the extent that such staff, personnel, equipment, and plant is idle and not reasonably available for other work during the Suspension period due to their standby status;
- 30.3.2 Costs incurred in connection with mobilization and demobilization from the Site;
- 30.3.3 Costs incurred to maintain and protect the Work; and
- 30.3.4 Increased Cost of the Work that Contractor incurs in the proper performance of the Work due to price changes directly resulting from the Suspension.

30.4 Upon receipt of notice to resume the suspended Work, Contractor will immediately resume performance of the suspended Work to the extent allowed by the notice. Contractor will submit for Owner's review a revised Construction Schedule accurately reflecting all time effects resulting from the Suspension. Any claim that Contractor wants to make for an adjustment to the GMP or Contract Time arising out of or relating to the Suspension must be made within twenty-one (21) calendar days after Contractor's receipt of Owner's notice to resume Work; otherwise any such claim will be deemed waived.

30.5 No adjustment to the GMP or Contract Time will be made for any Suspension if and to the extent that Contractor's progress of the Work would have been delayed by any cause not attributable to Owner during the Suspension period.

31 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

31.1 All materials and equipment furnished and Work performed shall be properly inspected by Contractor, and shall at all times be subject to quality surveillance, observations or quality audit by Owner. Contractor shall

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provide safe and adequate facilities and all samples, plans, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose, Owner shall be afforded full and free access to the shops, factories or places of business of Contractor and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. If Contractor covers all or any portion of the Work after proper notification and prior to any quality surveillance or test by Owner, the cost of any necessary uncovering and replacing shall be borne by Contractor. Neither the failure to make such quality surveillance, observation or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Contractor for such Work, materials or equipment, shall prejudice the rights of Owner thereafter to correct or reject the same in conformance with Article 20 of the Agreement.

31.2A procedure for inspections and quality control has been established in the Project Manual. These procedures are material to this Agreement and must be strictly followed.

32 COORDINATION AND CORRELATION OF PLANS AND SPECIFICATIONS

32.1 Contractor represents to Owner that Contractor and its subcontractors and material and equipment suppliers have carefully reviewed the Contract Documents, including all general and specific details therein, and compared such Contract Documents to the physical conditions of the Site. Contractor further represents to Owner that Contractor has notified Owner and Design Professional in writing of any and all reasonably observable errors, omissions, ambiguities, or discrepancies known to Contractor or its subcontractors or suppliers to exist within the Contract Documents, and between the Contract Documents and the physical conditions of the Site and that any such known errors, omissions, ambiguities, or discrepancies have been corrected before this Agreement was signed.

33 INDEPENDENT CONTRACTOR

33.1 Contractor represents that it is experienced and properly qualified to perform the type and magnitude of Work provided for in the Contract Documents. Contractor further represents that it is properly licensed, equipped, organized and financed to perform such Work.

33.2 Contractor is an independent contractor engaged in its own business, and is not, nor shall be deemed to be, an agent or employee of Owner. Contractor will not hold itself out or represent itself as an employee of Owner.

33.3 Contractor will not participate in the Retirement Plan for Salaried Employees of Rayonier, Inc., or any of Owner's health insurance programs, life insurance programs, long-term disability programs, or any other welfare or benefit programs during the term of this Agreement, regardless of whether the Internal Revenue Service should classify Contractor as an employee for purposes of Federal employment taxes.

33.4 Nothing contained in this Agreement or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner. Contractor shall perform all Work in accordance with its own methods subject to compliance with this Agreement.

34 SUBCONTRACTORS

34.1 Within ten (10) days of signing this Agreement, Contractor shall provide Owner with the following:

- 34.1.1 The form of subcontract agreement to be used by the Contractor;
- 34.1.2 A list of subcontractors and suppliers to be used by the Contractor with the amount of their subcontracts and copies of signed subcontracts through that time period;
- 34.1.3 Intentionally deleted;
- 34.1.4 From time to time, Contractor will provide Owner within ten (10) days of Owner's written request, a list of all subcontractors and suppliers with whom Contractor has or intends to

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contract any portion of the performance of the Work or supply of any materials and equipment in compliance with Fla. Stat. § 713.165; and

- 34.1.5 From time to time, Contractor will provide Owner within ten (10) days of Owner's request, a sworn statement of account signed by Contractor showing the nature of all labor or services performed and to be performed, if any, the materials furnished, the materials to be furnished, if known, the amount paid on account to date, the amount due, and the amount to become due, if known, as of the date of the statement in compliance with Fla. Stat. § 713.16.

34.2 Contractor shall ensure that each Subcontractor agreement and lower tier agreements includes the following:

- 34.2.1 A provision incorporating all terms and conditions of this Agreement into such agreement;
- 34.2.2 A provision specifying the withholding of retention by Contractor in at least the same amounts as required by this Agreement;
- 34.2.3 A provision in all subcontracts, rental agreements, and purchase orders, for the benefit of Owner obligating the subcontractors, equipment lessors or suppliers to remain bound to Owner by their respective agreements with Contractor in the event of Contractor's default under this Agreement or Contractor's termination; and
- 34.2.4 A provision whereby the subcontractor or supplier waives any of its rights against Owner and Design Professional for damage caused by fire or other casualties for which it is, or under the terms of this Agreement, should be insured.

35 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

35.1 Contractor represents to Owner that neither Contractor, nor any officer, director, partner or shareholder who holds ten percent (10%) or more of the outstanding stock of Contractor, has any financial interest in, or as an officer, director, partner or ten percent (10%) plus shareholder of any firm, person or entity which has been or may be contracted to under a subcontract, purchase order, or equipment rental agreement to furnish labor, material, plant, equipment, or services in connection with the construction or the Project. In the event Contractor seeks to enter into any contract with any such party, Contractor agrees to give written notification and obtain the written approval of Owner before entering into such subcontract, purchase order, or equipment rental agreement.

36 AUTHORIZED REPRESENTATIVE – PROJECT MANAGER'S SUPERVISION

36.1 Before starting Work, Contractor shall designate a competent, authorized representative (the "Authorized Representative") acceptable to Owner to represent and act for Contractor. Contractor shall inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of its authority to represent, act for, and bind Contractor. Such writing will specify any and all limitations of such authority. Contractor shall keep Owner informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Site at all times when Work is in progress. During periods when Work is suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency Work which may be required. All notices, determinations, instructions and other communications given to the Authorized Representative of the Contractor shall be binding upon Contractor.

36.2 The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Owner. If, at any time during the term of this Agreement, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reason whatsoever, unacceptable to the Owner, Contractor shall replace the unacceptable personnel with personnel acceptable to the Owner.

36.3 Owner shall also designate a competent, authorized representative ("Owner's Authorized Representative") to represent and act for Owner.

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37 LAWS AND REGULATIONS

- 37.1 Contractor and its employees and representative shall at all times, comply with all Federal, State, and local laws, statutes, rules, regulations, ordinances, orders, codes, and restrictive covenants that apply in any way to the Project or the Work (the "Applicable Law(s)").
- 37.2 Contractor may submit a proposal to adjust the GMP in the event that there is a change to the Applicable Laws enacted after the Parties sign the Agreement that materially increases the Cost of the Work. Contractor's Proposal will be made within twenty-one (21) days of the effective date of the change to the Applicable Laws, providing detailed documentation of the cost effects of such change to the Applicable Laws will have on the Cost of the Work; otherwise any claim in relation to the change in the Applicable Laws will be deemed waived. If Owner concurs, the Parties will sign a Change Order memorializing the adjustment to the GMP and its basis.
- 37.3 Contractor will promptly notify Owner and Design Professional in the event that Contractor discovers or becomes aware of any discrepancy or inconsistency between the Contract Documents and any Applicable Laws. Owner will issue such instructions as may be necessary.

38 STANDARDS AND CODES

- 38.1 Wherever references are made in the Contract Documents to standards or codes in accordance with which Work is to be performed or tested, the edition or revision of the standards or codes in effect on the date of this Agreement shall apply, unless otherwise expressly set forth in the Contract Documents. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.

39 COOPERATION WITH OTHERS

- 39.1 Owner and its separate contractors, service providers, and consultants, and the subcontractors to any of them, will or may be performing operations or other work at the Site during Contractor's performance of the Work, in which event neither Contractor nor Owner nor any of the various contractors, subcontractors, service providers, and consultants will have exclusive right to access and use the Site. Contractor will allow Owner and its separate contractors, service providers, and consultants a reasonable right to access and use the Site in connection with their performance of operations and work on the Site. Contractor further acknowledges that there will or may be reasonable delays and hindrances to the performance of its Work resulting from the shared use of the Site, which have been accounted for in the GMP. Contractor will cooperate with Owner and its separate contractors, service providers, and consultants to avoid any unreasonable delays or hindrances as a result of the shared use of the Site. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.
- 39.2 If any part of the Work depends on proper execution or results from any work performed by Owner or any separate contractor ("Prior Work"), Contractor shall, prior to proceeding with its Work, promptly report to Owner any apparent discrepancies or defects in such Prior Work that render it unsuitable for proper execution of the Work. Failure of Contractor to so report shall constitute Contractor's acceptance of the Prior Work as fit and proper to receive the Work, except as to latent defects which may subsequently become apparent in such Prior Work.

40 TAXES

Contractor shall pay all taxes, levies, tariffs, duties and assessments of every nature which may be applicable to any Work under this Agreement. The Guaranteed Maximum Price includes all taxes imposed by the Applicable Laws at the time this Agreement was signed. Contractor shall make any and all payroll deductions required by the Applicable Laws. Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

41 UTILITIES

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41.1 Contractor shall, at its expense, arrange for, develop and maintain all temporary utilities in Work areas to meet the requirements of this Agreement. Such utilities shall be furnished by Contractor at no additional cost to Owner, and shall include, but not be limited to, the following:

- 41.1.1 Public telephone service for Contractor's use;
- 41.1.2 Construction power as required at each point of construction;
- 41.1.3 Water and sanitation facilities as required throughout the construction; and
- 41.1.4 Waste and garbage service and removal in accordance with local codes.

41.2 Prior to final acceptance of the Work, the Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Agreement.

42 WARRANTY

42.1 In addition to other warranties required by the Contract Documents and the Applicable Laws, Contractor warrants to Owner that (1) all materials and equipment furnished in connection with the Work will be, unless expressly specified otherwise by the Contract Documents, new and unused, of good, merchantable quality, and fit for the particular purpose for which they are intended to be used; (2) all Work will conform to the Contract Documents and the applicable manufacturers' instructions, guidelines, and recommendations; and (3) all Work will be performed with good workmanship and in conformance with the Applicable Laws. Contractor will not be liable under this Section for normal wear and tear, or to the extent that any defective Work is caused by the negligent maintenance, operation, alteration, or repair of persons other than Contractor or its subcontractors or suppliers, or any person or entity for which any of them are responsible. All warranty remedies provided to Owner are in addition to Owner's other rights and remedies under the Contract Documents and the Applicable Laws.

42.2 Contractor will require that all subcontractors and suppliers issue assignable written warranties or guarantees jointly to Contractor and Owner that are consistent with Contractor's warranty obligations in the Contract Documents with respect to their portion of the Work.

42.3 Owner and Contractor expressly agree to opt out of the provisions of Section 558.05, Florida Statutes. The provisions of Chapter 558, Florida Stat., shall not apply to this Agreement.

43 INTELLECTUAL PROPERTY INDEMNITY

43.1 Contractor hereby indemnifies and shall defend and hold harmless Owner and its representatives, respectively, from and against all, claims, losses, costs, damages, and expenses, including attorneys' fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any copyright, patent, trade secret, or any other type of intellectual property, and arising out of the performance of the Work. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provide further, that Contractor's aforementioned obligations shall not apply to equipment, materials or processes furnished or specified by Owner or representatives.

43.2 Contractor shall have the right, in order to avoid such claims or actions, to substitute, at its expense, non-infringing equipment, materials, or processes or to modify such infringing equipment, materials and processes so they become non-infringing or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Agreement.

44 CONTRACTOR REPRESENTATIONS

44.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

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- 44.1.1 Contractor is familiar with the permitting, constructing, inspection and acceptance criteria of the state and local governmental authorities, agencies, and utilities that that are responsible for permitting, inspecting, approving, and accepting the Work.
 - 44.1.2 Contractor acknowledges it has had ample opportunity to visit the Site, analyze the Project, inspect the Contract Documents and request any clarification of the Work.
 - 44.1.3 Contractor agrees it is capable and prepared to perform the Work.
 - 44.1.4 Contractor is familiar with and is satisfied as to all Applicable Laws that may affect cost, progress, and performance of the Work.
 - 44.1.5 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
 - 44.1.6 Contractor is aware of the general nature of any other work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 44.1.7 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents.
 - 44.1.8 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 44.2 Contractor further represents and warrants to Owner that there exists no conflict of interest or facts or circumstances which might create any appearance of impropriety as a result of Contractor's engagement by Owner hereunder with respect to Contractor's other clients, past or present, except as otherwise disclosed to Contractor in writing prior to entering into this Agreement. Contractor further represents and warrants to Owner that it will continue in good faith to avoid any conflict of interest or business arrangements which could appear to, or might tend to result in a conflict of interest. Contractor shall advise the Owner's Authorized Representative of any conflict of interest that might arise during the performance of this Agreement.

45 INDEMNITY

- 45.1 To the fullest extent allowed by the Applicable Laws, Contractor will defend, indemnify, and hold Owner, and Design Professional, and any employee, agent, representative, or consultant of any of them, harmless from and against any and all claims, damages, losses, costs, and expenses, including attorney, expert, and consultant fees and legal expenses, that arise out of or relate to any act or omission by Contractor, or any subcontractor or supplier of any tier, or any employee, agent, representative, or consultant of any of them, and results in personal injury, sickness, death, or property damage to the maximum limits of the liability and excess/umbrella insurance that Contractor is required to provide under the Agreement or the GMP, whichever is greater, except in the event that such claims, damages, losses, and expenses are caused by the sole negligence, gross negligence, or willful, wanton or intentional misconduct of the indemnified party or its employees, officers, directors, agents, representatives, or consultants, or for statutory violations or punitive damages (except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Contractor or any subcontractor or supplier of any tier, or any employee, agent, representative, or consultant of any of them), in which case this obligation shall not apply relative to such indemnified party. Contractor acknowledges that the limitation set forth herein is commercially reasonable and was included in the bid documents before establishing the GMP.
- 45.2 Contractor's obligations under Section 45.1 will not be limited, waived, or excused by the payment of any damages, benefits, expenses, or compensation under any employee death or disability statute, including worker's compensation, employer's liability, employee benefit, or other such act.

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45.3 Contractor will defend, indemnify, and hold Owner and Design Professional, and any employee, agent, representative, and consultant of any of them, harmless from and against any and all claims, damages, losses, and expenses, including attorney, expert, or consultant fees, to the extent arising out of or relating to the following:

- 45.3.1 The failure of Contractor, or any subcontractor, or supplier, or any employee, officer, agent, representative, or consultant of any of them, to comply with any Applicable Law;
- 45.3.2 Any Hazardous Material brought to the Site or released by the negligence of Contractor, or any subcontractor or supplier, or, if part of the Work, not properly removed from the Site by Contractor or any subcontractor or supplier, or any employee, officer, agent, representative, or consultant of any of them;
- 45.3.3 Any lien, claim, or demand by any Subcontractor or Supplier of any tier as a result of any alleged failure of Contractor or any Subcontractor or Supplier of any tier to pay for any portion of the Work, whether valid or not;
- 45.3.4 Any material breach of the Contract Documents, and
- 45.3.5 Any claim or demand by Design Professional or any Separate Contractor as a result of any alleged act or omission by Contractor, or any subcontractor or supplier of any tier, or any employee, agent, representative, or consultant of any of them.

46 LIENS

46.1 Contractor agrees to keep the Project, improvements thereof and the ground appurtenant thereto, free and clear of all liens for or on account of any Work done or materials furnished under this Agreement. In the event such a lien is found or claimed against the Project, Contractor agrees that it will, within ten (10) days after written notice from Owner, discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Nassau County, Florida, or cause such lien to be transferred to a bond in accordance with Florida Statute §713.24. In the event the Contractor fails to so discharge or bond the lien or liens within such period as required above, Owner shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, the Owner shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due the Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Owner's reasonable attorneys' fees and costs incurred in connection therewith.

46.2 The Agreement shall govern in the event any of its provisions conflict with or are otherwise inconsistent with the provisions of §715.12, Florida Statutes.

47 INSURANCE

47.1 Contractor will purchase and maintain insurance with the minimum coverages and limits set forth in "Contractor's Insurance Requirements" document, which is attached hereto as Exhibit "D".

47.2 To the extent damages are covered and paid by property insurance, the Owner and Contractor waive all claims and rights to recover damages against each other and against Design Professional, and the employees, officers, subcontractors, consultants, agents, and representatives of any of them, except such rights and claims as they may have to the proceeds of such insurance. Owner and Contractor, as applicable, will require those with whom each of them has privity of contract, including Design Professional and the first tier subcontractors, to waive all claims and rights in favor of the other persons identified herein and to include similar waivers in their subcontracts of all tiers.

48 PROJECT CHARACTERISTICS

48.1 Contractor represents and warrants to Owner that Contractor has, by careful examination, satisfied itself as to: (a) the nature, location and character of the Project and the Property; (b) the nature, location and character of the general vicinity in which the Work is to be performed, including, without limitation, its normal

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climatic conditions, available labor and materials supply and costs, and other tangible and intangible conditions that may adversely affect the timely and proper performance of the Work; and (c) the quality and quantity of all materials, supplies, tools, equipment, labor and services necessary to complete the Work in the manner and within the cost and time required by the Contract Documents.

- 48.2 Contractor further acknowledges that it will be solely responsible to Owner for the location and protection of all surface and subsurface utility potable and storm water, electric, gas, and sewer lines, cables, pipes, ducts, and conduits.
- 48.3 Contractor will satisfy itself as to the nature and location of Work and the general and local conditions under which the Work is to be performed particularly, but without limitation, with respect to the following: those conditions affecting transportation, parking, equipment placement, equipment movement, access, hauling, disposal, handling and storage of materials; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities, and physical conditions at the Project area as a whole; topography and ground surface conditions; equipment and facilities needed preliminary to and during performance of this Agreement; and all other matters which can in any way adversely affect the proper and timely performance of the Work, or the cost associated with such performance. The failure of Contractor to acquaint itself with all applicable conditions will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing this Agreement. Contractor hereby waives any claim for an increase in the Guaranteed Maximum Price or extension of the Contract Time due to Contractor's failure to fully comply with this Section or due to Contractor's failure to identify conditions pursuant to this Section which later are a reason for the request for additional cost or time; provided, however, Contractor may request an increase in the Guaranteed Maximum Price or an extension of the Contract Time, or both, if, due to no fault of the Contractor, the physical condition of the Property at the time of commencement of the Work substantially and materially differs from the physical condition of the Property as of the effective date of this contract.

49 ACCESS TO WORK AREAS

- 49.1 Owner and its duly authorized representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over Work areas or any part thereof shall, at all reasonable times, for the purpose of determining compliance with requirements of this Agreement, have access to the Project and the Work. Contractor shall also arrange for Owner, its said representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced or fabricated for use under this Agreement.

50 DELIVERY, UNLOADING AND STORAGE

- 50.1 Contractor shall receive, unload, store in a secure place, and deliver from storage to the installation location, all materials, plant and equipment required for the performance of this Agreement. The storage facilities and methods of storing shall meet Owner's approval. Materials and equipment subject to degradation by outside exposure shall be stored in a weathertight or watertight enclosure provided by Contractor.

51 CLAIMS

- 51.1 No claim by Contractor for an increase in the Guaranteed Maximum Price or extension of the Contract Time shall be considered unless and until Contractor provides Owner with written notice of such claim not later than fourteen (14) days after the occurrence of the event giving rise to such claim, but prior to incurring any expenses by Contractor. Failure to give such notice shall constitute a waiver of such claim.
- 51.2 Owner will review such claims by the Contractor for an increase in the Guaranteed Maximum Price within ten (10) days of receipt of the claim and either (i) reject the claim, in whole or part, (ii) approve the claim, in whole or in part, (iii) request additional information of Contractor, or (iv) suggest a compromise. Contractor shall not suspend performance of the Work, but may seek to resolve the dispute through the procedures set forth in Section 51.3 of the Agreement.

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51.3 With respect to any dispute arising under the Contract Documents, Owner and Contractor agree to submit the dispute to non-binding mediation; provided that the applicable statute of limitations will be tolled during the pendency of such mediation. In the event Owner and Contractor cannot in good faith agree on a mediator within fifteen (15) days of the request of either party for mediation, or, if the parties remain in dispute following mediation, any such dispute will be resolved by binding arbitration administered by the American Arbitration Association under the then-prevailing Construction Industry Rules of that Association. There shall be no interruption of Work pending the arbitration. The parties consent that any arbitration may be consolidated with any other arbitration concerned with the Project to which Owner or Contractor is a party and that a dispute shall not be submitted to such binding arbitration if there are any third parties who are not subject to such binding arbitration but who are necessary and indispensable parties to such dispute.

52 CONTRACTOR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

52.1 Contractor will furnish material, equipment and workmanship that conforms with its warranty obligations under Article 42 of the Agreement. Any material or equipment that does not conform to such Warranty obligations will be removed immediately from the Site, and replaced with conforming material and equipment. Any non-conforming workmanship will be corrected immediately. Failure of Owner or Design Professional to discover, or direct Contractor to remove or correct any non-conforming material, equipment and workmanship will not excuse Contractor from its warranty obligations under this Agreement or the Applicable Laws, unless such non-conforming material, equipment and workmanship is expressly accepted with particularity in a signed Change Order.

52.2 Contractor shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems and continuously coordinate all phases of the Work. No allowance of any kind will be made for Contractor's failure to foresee means of completing the Work.

52.3 Contractor acknowledges that "common practice", "industry standards" and "common usage" are minimum standards of quality that may be superseded by the quality required by Contract Documents.

52.4 Contractor shall order and schedule delivery of materials in reasonable time to avoid delays in construction. If an item is found to be unavailable, Contractor shall notify Owner immediately of recommended substitute(s) to permit Owner's selection of a suitable substitute.

52.5 Owner and Design Professional will have shared authority for determining conformance of materials, equipment and systems with the requirements of the Contract Documents. Review and approval of all items proposed by Contractor for incorporation into the Work may be by Owner or Design Professional or both.

52.6 Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may not be permitted unless specifically noted otherwise. Such substitutions shall be subject to written approval.

52.7 When materials, equipment or systems are specified by, performance only, without reference to specific manufacturers' brands or models, Contractor shall submit its own choice for Owner's review and approval, supported by sufficient evidence of conformity with the Contract Documents.

53 SUBSTITUTIONS

53.1 Prior to proposing any substitute item, Contractor shall satisfy itself that the item proposed is, in fact, equal to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time or similar demonstrable benefit, the substitution of such item will be in Owner's interest.

53.2 The burden of proof of equality of a proposed substitution for a specified item shall be upon Contractor. Contractor shall fully support its request with manufacturer's specifications, test data, and other evidence that will permit Owner and Design Professional to make a reasoned decision on the merits of the proposal.

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Contractor will provide any further information requested by Owner or Design Professional in connection with a proposed substitution.

- 53.3 All requests for substitutions with submittal data must be made at least sixty (60) days prior to the time Contractor must order, purchase or release for manufacture or fabrication.
- 53.4 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified, will be considered a substitution. Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.
- 53.5 Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of specific material or method.
- 53.6 Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance.
- 53.7 Approval of a substitution shall not relieve Contractor from responsibility for compliance with all requirements of this Agreement. Contractor shall bear the expense for any changes in other parts of the Work caused by any substitutions.
- 53.8 If Owner rejects Contractor's substitute item on the first submittal, Contractor may make only one additional request for substitution in the same category.

54 EXPEDITING

- 54.1 Owner may, but is not obligated to, expedite the manufacture or delivery of equipment and material furnished by Contractor under this Agreement. Owner shall be allowed reasonable access to the shops, factories and other places of business of Contractor and its subcontractors and suppliers, for expediting purposes. As required by Owner, Contractor shall supply schedules and progress reports for Owner's use in expediting and Contractor shall cooperate with Owner and require its subcontractors and suppliers to cooperate with Owner in such expediting. Any expediting performed by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Agreement. The GMP will be reduced for Owner's cost in expediting any materials and equipment where such action is necessary in Owner's good faith opinion to recover time lost on the Construction Schedule attributable to Contractor or those for whom it is responsible.

55 LINES AND GRADES

- 55.1 Contractor shall complete the layout of all Work and shall be responsible for all requirements necessary for the execution of any Work in accordance with the locations, lines and grades specified or shown on the plans, subject to such modifications as Owner may require as Work progresses.
- 55.2 If Contractor or any of its subcontractors or any of their representatives or employees move or destroy or render inaccurate any survey control point, such control point shall be replaced at Contractor's expense and not as a Cost of the Work.

56 CONTRACTOR FURNISHED SHOP DRAWINGS, DATA AND CORRESPONDENCE

- 56.1 Review and permission to proceed by Owner or Design Professional as stated in this Agreement does not constitute acceptance or approval of design details, calculations, analysis, test methods, certificates or materials developed or selected by Contractor and does not relieve Contractor from full compliance with contractual obligations.

57 SHOP DRAWINGS

- 57.1 Contractor is and shall be responsible for planning and performance of the Work under this Agreement. Where shop drawings are required for (a) fabrication of Contractor furnished equipment; (b) installing

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Contractor furnished material or equipment; (c) planning and performance of the Work under this Agreement; such drawings shall be submitted by and at the expense of the Contractor before fabrication, installation or performance is commenced. Owner's review will normally be accomplished within fifteen (15) days, and will not exceed twenty (20) days, based on the Contractor's submittal schedule portion of the Construction Schedule, as approved. Such drawings shall include, but not be limited to, match marks, erection diagrams and other details, such as field corrections for proper interconnection, installation, erection of the equipment, and performance of the Work.

- 57.2 For drawings greater in size than "8½ x 11", Contractor shall provide six (6) copies of a reproducible to the Owner at the expense of the Contractor. The Owner will be the sole judge of the adequacy of the quality of the reproducible and prints and may reject reproducible and/or prints on the basis of quality alone. Such drawings will not be folded, but will be transmitted in mailer rolls manufactured expressly for that purpose. The reproducible with the Owner's review comments will be returned to the Contractor.
- 57.3A reproducible copy of drawings equal to or less than "8½ x 11" is not necessary, but seven (7) copies of the unfolded drawings must be transmitted to the Owner.
- 57.4 If the drawings show variations from the requirements of this Agreement, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Owner approves any such variation(s), it shall issue an appropriate Agreement modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.
- 57.5 Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing number clearly indicated. If reference drawing numbers are used, the review data of such drawings shall be included. Drawings shall indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, i.e., rotating, reciprocating or intermittent sliding fits between shafts or stems and seals, guides and pivot pins. The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.
- 57.6 All drawings submitted by the Contractor shall be approved by the Contractor and, if required by the Contract Documents or the Applicable Laws, by a registered and licensed engineer on the face of each drawing to be reviewed, and shall be furnished in accordance with drawings and data requirements. Owner will conduct a review of Contractor's drawings and return them with comments, approval or rejection. Owner's approval shall not constitute agreement or ratification that the means and methods of construction utilized by Contractor will be successful or that plans meet applicable codes or are otherwise sufficient.
- 57.7 By approving and submitting shop drawings and samples, the Contractor represents that it has determined and verified all field measurements, field construction criteria, materials and other similar data, and that it has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents.

58 DATA AND CERTIFICATES

- 58.1 When data or certificates are required, three (3) copies of each shall be submitted by Contractor. Such submittal shall be made not less than thirty (30) calendar days prior to the time that the materials represented by such data or certificates are needed for incorporation into any Work. Data and certificates shall be subject to a review period by Owner of up to twenty (20) days and material represented by such shall not be fabricated, delivered to the Project or incorporated into any Work without such review.
- 58.2 Certificates shall clearly identify the material being certified and shall include, but not be limited to, providing the following information: Contractor's name, project name, name of the item, manufacturer's name and reference to the appropriate drawing, technical specification section and paragraph number, all as applicable.

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58.3 All data and certificates submitted by the Contractor shall be certified by the Contractor on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the technical specification on forms provided by the Owner.

58.4 Owner will conduct a review of Contractor's data and certificates and two copies marked with the review comments listed in Section 54.6 above, will be returned to the Contractor.

59 RESPONSIBILITY FOR WORK SECURITY

59.1 Contractor shall, as a Cost of the Work, at all times conduct all operations under this Agreement in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property. Contractor shall continuously inspect all its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

59.2 Contractor shall comply with all Applicable Laws. Contractor shall cooperate with Owner on all security matters and shall promptly comply with any Project security requirements established by Owner. Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above noted items, nor shall it be construed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the Project.

59.3 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner in a timely manner.

60 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

60.1 Contractor shall be responsible for and shall bear any and all risk of loss or damage to Work in progress, all materials delivered to the Project, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Agreement.

60.2 Permanent opening or thoroughness for the introduction of Work and materials to the structure and construction Project shall be protected so that upon completion, the entire Work will be delivered to the Owner in proper, whole and unblemished condition.

61 LABOR

61.1 Contractor and its subcontractors shall employ only competent and skilled personnel to perform the Work. Contractor shall, if requested to do so by Owner, remove or cause its subcontractors to remove from the Site and the Property any personnel of Contractor or its subcontractors whom Owner determines are unfit or incompetent to perform their assigned job duties, or are otherwise acting or working in violation of any provision of the Contract Documents or any site rules.

61.2 Work assignments and the settlement of jurisdictional disputes shall conform with either the rules, regulations and procedures of the plan for settlement of jurisdictional disputes in the construction industry, and any successor agreement thereto, or any other mutually established method of determining Work assignments and settling jurisdictional disputes.

61.3 Contractor shall comply with and shall cooperate with Owner in enforcing Site and work rules which directly affect the performance of the Work including but not limited to starting and quitting time, smoking regulations, check-in and check-out procedures, Property safety regulations and security regulations, emergency plans and procedures and daily cleanup.

62 SAFETY

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- 62.1 Contractor shall be fully and solely responsible for conducting all operations under this Agreement at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property and in full compliance with all applicable rules and regulations governing such operations, including rules and regulations established by the Occupational Safety and Health Administration. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions.
- 62.2 Before starting the Work, Contractor shall submit to Owner a written Safety Program. Contractor shall have sole responsibility for implementing its safety program.
- 62.3 Before starting the Work, Contractor will appoint a full-time safety representative acceptable to the Owner, who shall have the authority and responsibility to implement the Contractor's safety program, and who shall participate in periodic safety meetings. Owner shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees.
- 62.4 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters. Contractor shall furnish safety equipment and enforce the use of such equipment by its employees.
- 62.5 Contractor shall maintain accurate accident and injury reports and shall furnish Owner a monthly summary of injuries and man-hours lost due to injuries.
- 62.6 Contractor shall maintain all portions of the Work in a neat, clean, safe and sanitary condition at all times.
- 62.7 Contractor shall ensure that all subcontractors, without expense to Owner, comply with the foregoing provisions.
- 62.8 Contractor will comply with all rules and regulations (including security, safety, and substance abuse policies and procedures) as may from time to time be implemented by Owner for persons working on the Site.
- 62.9 Contractor is responsible for ensuring that its vehicles and those of its subcontractors, suppliers, and all others entering the Site on its behalf, are clean before leaving the Site to avoid tracking dirt, mud, rocks, debris, or other materials onto the roadways, and Contractor is responsible for cleaning any materials tracked onto the roadways by such vehicles.
- 62.10 Owner has the right to impose reasonable requirements and restrictions regarding the days and time of operations at the Site and the conduct of persons working on the Site. By way of example only and without limitation, Owner may restrict Site operations on weekends and during evening hours, and the Owner may prohibit use of radios at the Site or require that radios be kept at a moderate listening level and free of offensive content
- 62.11 Contractor shall ensure that it and any subcontractors it may use at all times fully comply with all OSHA requirements and all other Applicable Laws regarding Property safety requirements.
- 62.12 Contractor shall ensure that all of its subcontractors whose activities may impact storm water discharges or controls at the Site will be a co-permittee with Contractor and shall be responsible for compliance with the SCDHEC Storm Water Pollution Prevention Plan (SWPPP) for this Project.
- 62.13 Contractor shall have a full-time on-Site English-speaking supervisor present on the Site throughout the construction, and Contractor shall provide Owner with the supervisor's name and contact information (including a cell phone number).
- 62.14 Contractor is responsible for receiving and storing materials at the Site
- 62.15 Contractor shall take care not to damage any existing trees, paving, sidewalks and curbs or any other improvements.

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62.16 Contractor shall take care not to damage or disturb silt fencing and other erosion control devices.

62.17 Contractor will ensure that Contractor and all of its subcontractors and suppliers at all times respect, preserve, protect, comply with all rules and regulations pertaining to, and avoid disturbing or damaging wetlands and other environmental sensitive areas.

62.18 The Contractor shall not utilize on the Site any subcontractor, employee, or other laborer who has a conviction or deferred-adjudication history of any crime that may pose a serious potential risk of injury to any person located upon the subject Site including, but not limited to, such crimes as rape, statutory rape, molestation, sexual assault, indecent exposure, indecency with a child, murder, assault, battery, and kidnapping.

63 PROJECT PROTECTION

63.1 Contractor shall maintain all such items of protection as provided in Article 62 in a satisfactory condition until removal is authorized by Owner.

63.2 Contractor, at its expense and not as a Cost of the Work, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to Owner.

64 FIRE PREVENTION

64.1 Contractor shall conform to all Applicable Laws pertaining to fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire casualty shall be the responsibility of the Contractor. This includes keeping the work area clear of all trash at all times.

64.2 All tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires, except those required for performance of the Work, on the Project is strictly forbidden.

64.3 Contractor shall provide portable fire extinguishers compatible with the hazard of each Work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Contractor to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

65 PUMPING AND DRAINAGE.

65.1 Surface or subsurface water shall not be permitted to accumulate in excavations, except as provided by approved methods by the Applicable Laws and the governing authorities with jurisdiction. Should such conditions develop or be encountered, the water shall be controlled and suitably disposed of by means or methods approved by the Applicable Laws and the governing authorities with jurisdiction. It shall be the Contractor's responsibility to obtain any and all information as to surface or subsurface water conditions and requirements by agencies with jurisdiction, and Contractor shall not be relieved of any of its other requirements under this Agreement due to such conditions, nor shall Contractor be entitled to an extension of time or any other damages by reason of surface or subsurface water conditions.

66 DUST CONTROL

66.1 The Contractor, for the duration of this Agreement shall maintain all excavations, embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other Work areas free from dust. Industry accepted methods of dust control suitable for the area involved and approved by Owner will be permitted.

67 POLLUTION

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67.1 Contractor shall exercise extreme caution and care to prevent the introduction of any hazardous substances, materials, or wastes into any soil, groundwater, stream, river, lake or other body of water in violation of the Applicable Laws.

67.2 Contractor shall so perform its Work as not to discharge into the atmosphere from any source whatsoever smoke, dust or other air contaminants in violation of the Applicable Laws.

67.3 Contractor will promptly remediate any pollution caused by Contractor's operations or negligence on the Site at its own cost and not as a Cost of the Work.

68 EXPLOSIVES

68.1 Contractor shall obtain all required Federal, State and local permits and licenses and shall be responsible for the proper handling, transporting, storage and use of explosives and shall, at its expense, make good any damage caused by its handling, transporting, storage and use of explosives. Use of explosives shall be subject to prior, written approval by Owner. Further, Owner shall have the right to designate no explosive use areas, or to limit the use of explosives. All blasting shall be coordinated with Owner's blasting consultant. Contractor shall submit daily blasting records to Owner.

69 LIMITATION OF LIABILITY

69.1 Notwithstanding anything to the contrary in the Contract Documents, no present or future constituent partner in, or agent of Owner, nor any shareholder, officer, director, employee, member, trustee, beneficiary or agent of any corporation or trust that is or becomes a constituent partner in Owner, shall be personally liable, directly or indirectly, under or in connection with the Contract Documents, or any document, instrument or certificate securing or otherwise executed in connection with the Contract Documents, or any amendments or modifications to any of the foregoing made at any time or times, heretofore or hereafter; and the subcontractor and each of its successors and assignees waives and does hereby waive any such personal liability. For purposes of the Contract Documents, and any such instruments and certificates, and any such amendments or modifications, neither the negative capital account of any constituent partner in Owner, nor any obligation of any constituent partner in Owner to restore a negative capital account or to contribute capital to Owner or to any other constituent partner in Owner, shall at any time be deemed to be the property or an asset of Owner or any such other constituent partner (and neither Contractor nor any of its successors or assignees shall have any right to collect, enforce or proceed against or with respect to any such negative capital account or partner's obligation to restore or contribute). As used in this Section, a "constituent partner" in Owner shall mean any direct partner in Owner and any person or entity that is a partner in any partnership that, directly or indirectly through one or more other partnerships, is a partner in Owner.

70 TESTING

70.1 Unless otherwise provided in this Agreement, shop testing of materials or Work shall be performed by Contractor in conformance with the Contract Documents. Field testing of materials or Work shall be performed by Contractor. Should tests, in addition to those required by the Specifications, be desired by Owner or any applicable regulatory agency, Contractor will be advised in reasonable time to permit such testing. Such additional tests will be at Owner's expense, except as such additional tests are required due to Contractor's Work or materials. In this event, such additional (re-test) tests shall be at Contractor's expense.

70.2 Contractor shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or Work in place, including reasonable stoppage of Work during testing.

71 CLEANING UP

71.1 Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall

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satisfactorily dispose of all plant, buildings, rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the Owner may perform such work and deduct its cost and expenses from the GMP.

72 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

72.1 Contractor shall make its own arrangements for disposal of materials outside the Project limits.

72.2 When any material is to be disposed of outside of the Site, Contractor shall first obtain a written permit from the property owner on whose property the disposal is to be made and Contractor shall file, in writing, with Owner said permit or the certified copy thereof, together with a written release from the property owner absolving the Owner of any and all responsibility in connection with the disposal of material on said property. When material is disposed of as above provided and the disposal location is visible from the Project, Contractor shall dispose of the material in a neat and uniform manner to the satisfaction of Owner.

73 COMMERCIAL ACTIVITIES

73.1 Contractor shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by Owner. Contractor shall not allow its employees to engage in any commercial activities on the Project.

74 PROJECT SIGNS

74.1 With the exception of the right reserved by the Owner to erect a sign in connection with the Project and unless otherwise provided in the Contract Documents, the Contractor shall not display or permit to be displayed on or about the Project, any sign, trademark, poster or other advertising or identifying device, without prior written approval of Owner.

75 PUBLICITY AND ADVERTISING

75.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Agreement or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from Owner.

76 PROTECTION OF EXISTING PROPERTY

76.1 Contractor shall conduct its operations so as not to damage, close or obstruct any improvement, utility installation, highway, road or other property unless and until permits therefor have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations Contractor shall, at its expense and not as a Cost of the Work, make such repairs and provide such temporary signage, barricades, guides, lights and other signals as necessary or required for safety and as are acceptable to Owner.

76.2 Unless otherwise specifically provided in this Agreement, Contractor shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or other structure nor enter upon lands in their natural state until approved by Owner. Thereafter, and before it begins such Work, Contractor shall give due notice to Owner of its intention to start such Work. Contractor shall not be entitled to any extension of the Contract Time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the Project.

76.3 Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the Project which, as determined by Owner, do not reasonably interfere with the performance of this Agreement. Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its Work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Contractor and not reimbursed as a Cost of the Work.

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77 ILLUMINATION

77.1 When any Work is performed at night or where daylight is unavailable or obscured, Contractor shall provide artificial light sufficient to permit Work to be carried on efficiently, inspection. During such time periods the access to the place of Work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points and shall be kept as far as possible from telephone wires, signal wires and wires used for firing blasts.

78 NOTICES

78.1 No notice will be effective unless and until sent in the manner set forth herein.

78.2 Written notice to the other Party must be sent to the attention of the individual(s) at the address(es) set forth in Section 78.2 of the Key Business Terms, as may be changed by the applicable Party upon ten (10) days written notice to the other Party.

78.3 Written notice must be sent by express mail (overnight delivery), courier or certified mail, postage prepaid, with a return receipt requested. All notices will be deemed effective upon actual receipt if (a) delivered personally (b) mailed by certified mail, or (c) mailed by express mail, overnight delivery service; provided, however, the effective date of any properly addressed notice will be deemed to be one day after notice is sent. The effective date of notice will be deemed to be the first date of an attempted delivery if the notice was properly addressed and the recipient Party either refused delivery, failed to inform the sending Party of a change in address, or delivery could not be made for reasons not attributable to the sending Party. The designated address for delivery of notice must include a street address, suite number (if applicable), city, state and zip code. If a notice address does not include such information, the notice address for such party shall be the prior proper address.

79 GOVERNING LAW AND INTERPRETATION

79.1 This Agreement shall be governed by the laws of the State of Florida, notwithstanding its conflict of laws principles.

79.2 This Agreement represents a negotiated arms' length transaction between the Parties. No inference or presumption will be drawn against either Party as the drafter of all or a portion of the Contract Documents.

79.3 The invalidity of any provision of the Contract Documents will not invalidate the entire Contract or its remaining terms. If any provision of the Contract Documents violates any Applicable Law or public policy, or is otherwise invalid or unenforceable, then to the full extent allowed by the Applicable Law, an arbitrator or a court will revise that provision to the extent necessary to make it lawful, within public policy, and enforceable and to give effect to the Parties' intentions for agreeing to such provision. Provisions that cannot be revised will be deemed severed from the Contract Documents from the remainder of the Contract Documents.

79.4 In the interest of brevity, the Contract Documents omit modifying words such as "all" or "any" and articles such as "the" and "an", but the inclusion of such modifies and articles in one provision and their exclusion in other provisions will not affect the interpretation of either provision. Use of the words "including" will mean "including but limited to" and in no event be interpreted to limit any general statement, term, or matter to the specific items listed.

80 RIGHTS AND REMEDIES

80.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

80.2 Those provisions of this Agreement which by their very nature, survive final acceptance under this Agreement, shall remain in full force and effect after completion, abandonment, or termination, including without limitation all representations, warranties, indemnities, insurance, and bond requirements.

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81 SUCCESSORS, ASSIGNS AND ASSIGNMENT

81.1 Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements and obligations contained in this Agreement. It is agreed that Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement or its right, title and interest in and to the same or any part thereof, without previous consent of Owner and concurred to by the Surety.

81.2 It is understood that if Owner assigns its rights and obligations hereunder, Contractor agrees that it shall complete the Work for the assignee under the same terms and conditions. Any entity which may succeed to the rights of the Owner shall be entitled to enforce the rights and obligations of Owner.

81.3 Notwithstanding anything to the contrary contained herein, Owner may assign and transfer its rights and obligations related to or arising out of this Agreement to any other corporation, partnership or other entity and upon such assignment, Owner's shall have no further obligations or liability for any claims or actions relating to this Agreement which arise on or after the date of the assignment.

82 EXAMINATION OF CONTRACTOR'S RECORDS/ACCOUNTING RECORDS

82.1 Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the system shall be satisfactory to the Owner.

82.2 During the progress of the Work, Contractor agrees to furnish Owner a copy of its monthly report and at least quarterly will furnish an updated report showing anticipated monthly draws through completion. Contractor will provide a final accounting of all Cost of the Work with its application for final payment.

82.3 Intentionally Deleted.

83 ATTORNEYS' FEES

83.1 In the event of litigation or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to collect reasonable attorneys' fees, paralegal fees, and expert fees, from the non-prevailing party and costs and expenses of such litigation or arbitration, whether at the trial level or on appeal.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.

OWNER:

By: Thomas Jinks
Thomas Jinks (Doc. ID: 2012-11-30-02)
Name: Thomas Jinks
Title: Sr Manager Real Estate Development

CONTRACTOR:

By: David Smith
David Smith (Doc. ID: 2012-11-30-01)
Name: David Smith
Title: President

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PROJECT NAME: PDP #3 Amenity Buildings; PROJECT NUMBER: CN-22-00113 ("Project")

Exhibit "A"

The Key Business Terms

The following terms and conditions will supplement or, if applicable, replace the indicated provisions in the Agreement; all other terms and conditions of the Agreement will remain effective.

The Parties to this Agreement are Wildlight LLC, a Florida limited liability company ("Owner"), whose principal place of business is 1 Rayonier Way, Wildlight, FL 32097, and Smith McKee Construction, LLC, a Florida limited liability company ("Contractor"), whose principal place of business is 3273 Oak St., Jacksonville, FL 32205 (individually each is a "Party" and collectively they are both "Parties").

PROPERTY: The Project is located at the street address 470 and 151 Crosstown Blvd, as designated for the City of Wildlight, County of Nassau in the State of Florida, and more particularly described in the "Property Description", which is attached to the Agreement as Exhibit "B" ("Property").

SITE: The Site IS IS NOT the entire Property. In the event that the Site is not the entire Property, the Site is a portion of the Property designated as follows: , or by Owner.

DESIGN PROFESSIONAL: The Design Professional for the Project is 505Design Charlotte, Inc., a Corporation, formed under the laws of the State of North Carolina ("Design Professional"), whose principal place of business is North Carolina.

Owner may replace the Design Professional at any time in accordance with its agreement with the Design Professional by providing written notice to Contractor, in which event the replacement design professional will be considered the Design Professional on a going forward basis.

3 CONTRACT DOCUMENTS

3.1.6 Other Contract Documents, if any, consist of the following documents:

- .1 ;
- .2 ;

5 CONTRACT PRICE

5.1 Contractor's Fee will be zero percent (0%) of the actual Cost of the Work, or the lump sum amount of zero US Dollars (\$0.00), as may be adjusted only in strict conformance with Article 23 of the Agreement.

Contractor guarantees that the Contract Price will not exceed the maximum price of Eight Hundred Thousand Four Hundred Sixteen and no/100 U.S. Dollars (\$800,416.00) (the "Guaranteed Maximum Price" or "GMP"), as may be adjusted only in strict conformance with Article 23 of the Agreement.

5.4.1 The Cost of the Work will include the pro-rata portion of the actual salaries paid to the following approved personnel, if any, employed by Contractor who are stationed at offices other than the Site office when performing services exclusively for the benefit of Owner and the Project:

- .1
- .2

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6 PAYMENT AND PERFORMANCE BONDS

6.1 (Check one of the following) Contractor WILL WILL NOT provide payment and performance bonds to the Owner for this Contract.

7 CONTRACT TIME

7.3 The Commencement Date for the Work (the "Commencement Date") will be determined as follows:

- Contractor commenced Work on _____, 20____. All such Work is subject to the terms and conditions of the Contract Documents, and any payments made by Owner in connection with such Work will be credited against the GMP.
- Contractor will commence the Work within 10 calendar days after Owner provides Contractor with a written Notice to Proceed.
- Contractor will commence the Work on _____, 20____.

7.4 Contractor is obligated to achieve the following milestones within the times or dates indicated

Number	Description of required milestone achievement	Specific date/calendar days
1.	Substantial Completion	150
2.	Building CO	180

The Contract Time is 180 calendar days from the Commencement Date or the date of _____, 20____, as may be adjusted only in strict conformance with Article 23 of the Agreement.

12 SUBSTANTIAL COMPLETION

12.1 The "Substantial Completion Date" is the date upon which Contractor is obligated to achieve Substantial Completion of the entire Work.

13 LIQUIDATED DAMAGES

13.1 LIQUIDATED DAMAGES FOR DELAY apply do NOT apply: If and to the extent that Liquidated Damages apply to this Agreement, Contractor will be liable for and shall pay to the Owner an amount equal to _____ U.S. Dollars (\$ _____) per calendar day for each day after expiration of the Contract Time until Contractor achieves Substantial Completion of the entire Work ("Liquidated Damages"). Notwithstanding the foregoing, Owner may, at its option, deduct the Liquidated Damages from any payment otherwise due Contractor, and reduce the GMP accordingly. In no event will Contractor's payment of Liquidated Damages be considered a Cost of the Work or a valid use of any Contingency. Contractor acknowledges that the Liquidated Damages are a reasonable estimate at the time of contracting of Owner's actual delay damages, and that Owner's actual delay damages would be extremely difficult or impossible to measure at the time of breach. In no event will Contractor take the position that the Liquidated Damages are an unenforceable penalty. The Liquidated Damages will be Owner's exclusive remedy for Contractor's failure to achieve Substantial Completion within the Contract Time; provided, however, the availability of Liquidated Damages will in no event preclude Owner from exercising other right under the Agreement, including without limitation, Owner's termination rights and rights to recover damages resulting from causes other than Contractor's failure to achieve Substantial Completion within the Contract Time.

22 CHANGES

22.3 Contractor's sole markup for all Changes in the Work shall be limited to the following:

- 22.3.1 Changes to the Work performed by Contractor: Contractor's maximum markup for overhead, general conditions, and profit will be ten percent (10%) of the direct Cost of the Work for the categories identified in Section 22.2;

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22.3.2 Changes to the Work performed by subcontractors: Contractor's maximum markup for overhead, general conditions, and profit will be six percent (6%) of the direct Cost of the Work for the categories identified in Section 22.2; and the maximum markup for overhead, general conditions, and profit paid to any subcontractor will be six percent (6%) of the subcontractor's direct Cost of the Work for the categories identified in Section 22.2;

22.3.3 Adjustment to the costs of premiums for bonds will be One percent (1%) of the direct Cost of the Work for the categories identified in Section 22.2; and

22.3.4 Adjustment to the costs of premiums for insurance will be One percent (1%) of the direct Cost of the Work for the categories identified in Section 22.2.

78 NOTICE

78.2 Written notice must be sent and addressed to the Parties, as follows:

OWNER: Wildlight LLC
Attn: Tommy Jinks
1 Rayonier Way
Wildlight, FL 32097
Facsimile: (904) 261-9322
Email: tommy.jinks@rayonier.com

with a copy to: Rayonier Inc.
Attn: Law Department
1 Rayonier Way
Wildlight, FL 32097
Facsimile # (904) 261-2107
Email: legalnotice@rayonier.com

CONTRACTOR: Smith McKee Construction, LLC
Attn: David Smith
3273 Oak St.
Jacksonville, FL 32205
Facsimile: NA
Email: david@smithmckee.com

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Exhibit "B"

Property Description

Recreation and/or Community Amenity Tracts 2 & 3 of the East Nassau - Wildlight PDP 3/Pod 4 North Plat as recorded in OR Book 2539, Page 1789 of the Official Records of Nassau County, Florida.

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Exhibit "C"

List of Plans and Specifications

DOCUMENT	DATE	REV.	VENDOR
Wildlight Kayak Shed	5/13/2022	0	505 Design
Wildlight Amenity Bldgs	5/13/2022	0	505 Design

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Exhibit "D"

Insurance Requirements

Contractor must have proof of insurance. Purchaser requirements are as follows:

Additional Insured:
Rayonier Inc. its subsidiaries and subsidiaries thereof
1 Rayonier Way
Wildlight, FL 32097

General Liability (Including: Aircraft Liability Insurance, if applicable, Product Liability/ Completed Operations, Contractual Liability)		
	Each Occurrence	\$ 1,000,000
Damage to Rented Premises (Each Occurrence)		\$
Med Exp (Any one person)		\$
Personal & Adv Injury	\$ 1,000,000	
General Aggregate	\$ 1,000,000	
Products – Comp/Op Agg	\$ 1,000,000	
Automobile Liability (Including Owned, Non-Owned and Hired Vehicles)		
Combined Single Limit (Ea accident)	\$ 500,000	
		\$1,000,000 for Washington State Department of Natural Resources, where RTRS or RFR is the buyer or permittee, the auto liability requirement as required by the State
Bodily Injury (Per person)		\$
Bodily Injury (Per accident)		\$
Property Damage (Per accident)		\$
Worker's Compensation	WC Statutory Limits	Statutory
Employer's Liability (1)	Each Accident	\$ 100,000
	Disease (Ea Employee)	\$ 100,000
	Disease (Policy Limit)	\$ 100,000
Loggers Broad Form (Required for forestry) (Logging and Lumbering or Fire and Overcut)	Each Occurrence	\$ 1,000,000

Note: The foregoing minimum levels of liability insurance may be evidenced by a primary insurance policy on or by the combination of primary and umbrella (excess) liability policies.

Evidence of Compliance with Insurance Requirements

Prior to commencing Work or entering property or facilities of Purchaser, Contractor shall secure such insurance as necessary to comply with the foregoing requirements and will provide a Certificate of Insurance evidencing the policies in effect for the duration of the Agreement. Under the Professional Liability Insurance requirements, Architect's and Engineer's coverage will be endorsed to include contractual liability. The Certificate of Insurance will further evidence that **RAYONIER INC. its subsidiaries and subsidiaries thereof** has been **NAMED AS AN ADDITIONAL INSURED** under the General Liability Policy, and that Purchaser will be given thirty (30) days written notice prior to cancellation or material change to any policy evidenced. If the General Liability coverage evidenced is written on a "Claims Made" basis, the certificate will so evidence along with stating the "Retroactive Date" contained in the policy. To be acceptable the "Retroactive Date" must be prior to the commencement of any contract with Purchaser. Waiver of Subrogation language for all policies shall be in favor of "Rayonier Inc. its subsidiaries and subsidiaries thereof". Prior to commencing work, it is required that Rayonier be named as the certificate holder on the liability policies, ensure that broker/ agent includes the following certificate holder language:

Rayonier Inc. its subsidiaries and subsidiaries thereof
Insurance Compliance
PO Box 100085 - R7
Duluth, GA 30096

Please email copies of certificates of insurance to: rayonier@ebix.com

IMPORTANT

No contractor or company shall commence Work or enter upon the property or facilities of Purchaser, its Division or Subsidiaries, until a Certificate of Insurance as above discussed has been received by Purchaser.

(1) If covered by Washington L&I for workers' compensation, "Stop Gap" coverage must be provided to meet the employers liability requirement

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "E"

Unit Prices, Pricing Index, and Allowances

Not Applicable

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "F"

Construction Schedule

See Attached

EXHIBIT F

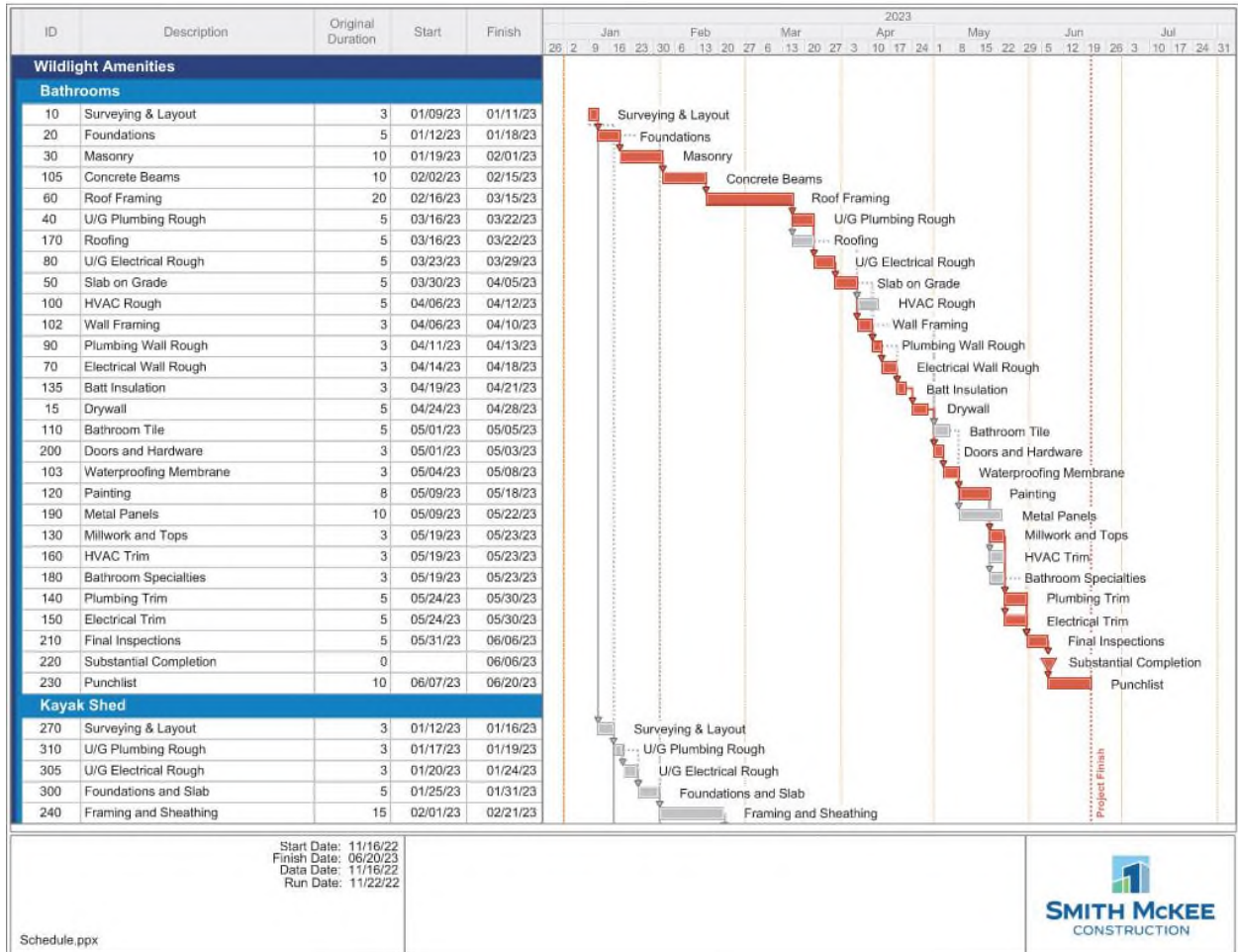
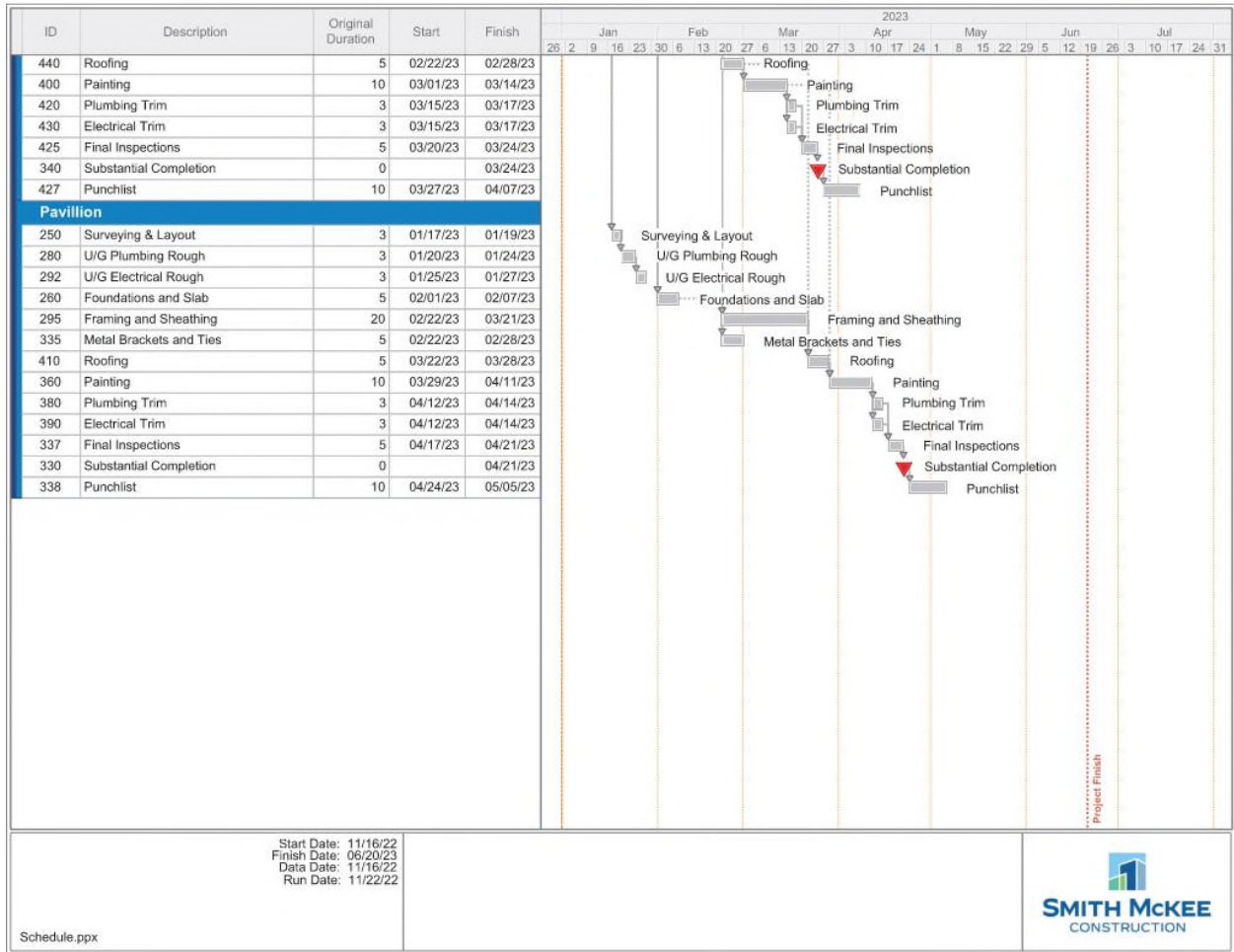


EXHIBIT F



**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "G"

Draw Schedule

See Attached

EXHIBIT G

Total Contract \$ 800,416

January	\$ 80,042	10%
February	\$ 280,146	35%
March	\$ 160,083	20%
April	\$ 160,083	20%
May	\$ 80,042	10%
June	\$ 40,021	5%
Total Billed	\$ 800,416	

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "H"

Schedule of Values

See Attached

EXHIBIT H

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 000-00
 APPLICATION DATE: 00/00/00
 PERIOD TO: 00/00/00

A ITEM NO.	B	C SCHEDULED VALUE	D CONTRACT CHANGES	E REVISED TOTAL	F WORK COMPLETED		H MATERIALS PRESENTLY STORED (NOT IN D.O.R.E.)	I TOTAL COMPLETED AND STORED TO DATE (D + E + F)	J % (G + C)	K BALANCE TO FINISH (C - G)	L RETAINAGE (IF VARIABLE RATE)
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Boat Pavilion										
	Grading	1,000.00							0.00%		
	Concrete	13,800.00			-				0.00%	-	-
	Wood Framing - Materials & Labor	85,915.00			-				0.00%	-	-
	Metal Hardware	10,500.00			-				0.00%	-	-
	Roofing	10,673.00			-				0.00%	-	-
	Siding	6,781.00			-				0.00%	-	-
	Painting	5,528.00			-				0.00%	-	-
	Plumbing	3,000.00			-				0.00%	-	-
	Electrical	16,792.00			-				0.00%	-	-
	Permits	1,500.00			-				0.00%	-	-
	General Conditions	24,123.00			-				0.00%	-	-
	Equipment Rental-Material Handling	5,897.00			-				0.00%	-	-
	Fees-Overhead-insurances	28,894.00			-				0.00%	-	-
	Shed Structure										
	Grading	2,000.00							0.00%		
	Concrete	19,200.00			-				0.00%	-	-
	Metal Cables-Plates-Connections	23,250.00			-				0.00%	-	-
	Wood Framing - Materials & Labor	110,246.00			-				0.00%	-	-
	Roofing	17,253.00			-				0.00%	-	-
	Siding	10,415.00			-				0.00%	-	-
	Painting	8,213.00			-				0.00%	-	-
	Plumbing	3,500.00			-				0.00%	-	-
	Electrical	34,425.00			-				0.00%	-	-
	Permits	1,500.00			-				0.00%	-	-
	General Conditions	32,440.00			-				0.00%	-	-
	Equipment Rental-Material Handling	7,861.00			-				0.00%	-	-
	Fees-Overhead-insurances	42,100.00			-				0.00%	-	-
	Bathroom										
	Grading	2,000.00							0.00%		
	Concrete	11,400.00			-				0.00%	-	-
	Metal Hardware	3,500.00			-				0.00%	-	-
	Wood Framing - Materials & Labor	53,092.00			-				0.00%	-	-
	Metal Wall Panels	-			-				#DIV/0!		
	Millwork & Tops	9,900.00			-				0.00%		
	Trim Labor	6,000.00			-				0.00%		
	Insulation	4,995.00			-				0.00%		
	Roofing	8,273.00			-				0.00%		

EXHIBIT H

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 000-00
 APPLICATION DATE: 00/00/00
 PERIOD TO: 00/00/00

A ITEM NO.	B	C SCHEDULED VALUE	D CONTRACT CHANGES	E REVISED TOTAL	F WORK COMPLETED		H MATERIALS PRESENTLY STORED (NOT IN D.O.R.E.)	I TOTAL COMPLETED AND STORED TO DATE (D + E + F)	J % (G + C)	K BALANCE TO FINISH (C - G)	L RETAINAGE (IF VARIABLE RATE)
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Siding	5,804.00			-				0.00%	-	-
	Doors & Hardware	7,400.00							0.00%	-	-
	Drywall	6,500.00							0.00%	-	-
	Flooring & Tile	14,500.00							0.00%	-	-
	Painting	5,008.00							0.00%	-	-
	Bathroom Accessories	5,500.00							0.00%	-	-
	Plumbing	21,000.00							0.00%	-	-
	HVAC	9,800.00							0.00%	-	-
	Electrical	27,782.00							0.00%	-	-
	Permits	1,500.00							0.00%	-	-
	General Conditions	26,542.00							0.00%	-	-
	Equipment Rental-Material Handling	6,242.00							0.00%	-	-
	Fees-Overhead-Insurances	36,872.00							0.00%	-	-
	GRAND TOTALS	800,416.00	-	-	-	-	-	-	0.00%	\$	\$

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "1"

Contractor's W-9

On file with Owner.

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "J"

Application for Payment

Sample

APPLICATION AND CERTIFICATION FOR PAYMENT		AIA DOCUMENT G702	PAGE 1 OF 2 PAGES
TO OWNER/ AGENT	PROJECT:	APPLICATION NO:	Distribution to: <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/>
FROM CONTRACTOR:	VIA ARCHITECT:	PERIOD TO:	
		PROJECT NOS:	
CONTRACT FOR:		CONTRACT DATE:	
CONTRACTOR'S APPLICATION FOR PAYMENT			
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.			
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.			
1. ORIGINAL CONTRACT SUM	\$	CONTRACTOR:	
2. Net change by Change Orders	\$	By: _____ Date: _____	
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	State of Florida County of _____	
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	Subscribed and sworn to before me this XXth day of XXXX	
5. RETAINAGE:		Notary Public:	
a. 10 % of Completed Work (Column D + E on G703)	\$	My Commission expires:	
b. % of Stored Material (Column F on G703)	\$		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$		
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$		
8. CURRENT PAYMENT DUE	\$		
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$		
ARCHITECT'S CERTIFICATE FOR PAYMENT			
In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.			
AMOUNT CERTIFIED \$ _____			
<i>(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)</i>			
By: _____ Date: _____			
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.			
CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner			
Total approved this Month		\$0.00	\$0.00
TOTALS		\$0.00	\$0.00
NET CHANGES by Change Order		\$	\$0.00

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - 04952 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-4252
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "J"

Application for Payment Cont.

Sample

CONTINUATION SHEET										
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.							APPLICATION NO:			
In tabulations below, amounts are stated to the nearest dollar.							APPLICATION DATE:			
Use Column I on Contracts where variable retainage for line items may apply.							PERIOD TO:			
A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
General Conditions										
GRAND TOTALS		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the AIA.

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "K"

Unconditional Waiver and Release of Lien

**SUBCONTRACTOR/SUPPLIER UNCONDITIONAL
WAIVER AND RELEASE UPON FINAL PAYMENT**

STATE OF _____)
)SS
 COUNTY OF _____)

In person before the undersigned officer duly authorized to administer oaths, appeared an officer of _____ (name of Subcontractor) (the "Subcontractor"), who has subcontracted with _____ (name of entity contracting with the undersigned) to furnish _____ (scope of materials, labor and services) for the construction of improvements known as _____ (the "Project"), which is owned by _____ ("Owner") and located at _____, Florida, (the "Property").

Upon the receipt of the sum of \$ _____, as full and final payment for all work performed by Subcontractor in connection with the Project, Subcontractor waives and releases any claims it has or may have against Contractor and its surety, Owner and Wildlight LLC arising out of or relating to all labor, materials, and services provided by or through Subcontractor in connection with the Project.

Given under hand and seal this ____ day of _____, 20__.

 (Name of Subcontractor)
 By: _____
 Its: _____

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "L"

Waiver and Release of Lien upon Progress Payment

**SUBCONTRACTOR/SUPPLIER WAIVER AND
RELEASE OF CLAIMS UPON PROGRESS PAYMENT**

STATE OF _____)
)
COUNTY OF _____)

In person before the undersigned officer duly authorized to administer oaths, appeared an officer of _____ (name of Subcontractor) (the "Subcontractor"), who has subcontracted with Smith McKee Construction, LLC to furnish _____ (scope of materials, labor and services) for the construction of improvements known as _____ (the "Project"), which is owned by Wildlight LLC ("Owner") and located at - Nassau County, Florida (the "Property").

Upon the receipt of the sum of \$ _____, Subcontractor waives and releases any claims it has or may have against Contractor and its surety, Owner, Wildlight LLC, or their successors by merger, arising out of or relating to all labor, materials, and services provided by, through, or at the instance of Subcontractor in connection with the Project through the date of _____, excluding only retainage and those claims timely noticed, properly made, and specifically identified and reserved below. Identification of a claim previously waived or released shall not revive such claim.

Given under hand and seal this _____ day of _____, 20____.

_____(SEAL)
Name: (Name of Subcontractor)
By: _____
Its: _____

STATE OF _____)
COUNTY OF _____)

Sworn to before me and subscribed in my presence this _____ day of _____, 2017

Notary Public
My commission expires:_____

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "L"

Waiver and Release of Lien upon Progress Payment Cont.
CONTRACTOR WAIVER AND RELEASE UPON PROGRESS PAYMENT

STATE OF _____)
)
COUNTY OF _____)

In person before the undersigned officer duly authorized to administer oaths, appeared an officer of Smith McKee Construction, LLC (the "Contractor"), who has contracted with Wildlight LLC ("Owner") to furnish general contracting services for the construction of improvements known as _____ (the "Project"), which is located at _____, Florida (the "Property").

Upon the receipt of the sum of \$ _____, Contractor waives and releases any and all liens, claims of lien, and claims it has or may have against Owner, or their successors by merger, arising out of or relating to all labor, materials, and services provided by, through, or at the instance of Contractor in connection with the Project through the date of _____, excluding only retainage and those claims timely noticed, properly made, and specifically identified and reserved below. Identification of a claim previously waived or released shall not revive such claim.

Given under hand and seal this _____ day of _____, 20__.

_____(SEAL)
Smith McKee Construction, LLC
By: _____
Its: _____

STATE OF _____)
)
COUNTY OF _____)

Sworn to before me and subscribed in my presence this ____ day of _____, 2017

Notary Public
My commission expires: _____

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "M"
Contractor's Progress Payment Affidavit

Directions: [All of the following steps MUST be completed to assure that this form is effective]:

Delivery method: Contractor delivers to Owner when Contractor is given progress payment for all work and materials provided to the Property.

CHECK ONCE COMPLETED:

- G First Paragraph - Print name of person executing Affidavit (the "Affiant")
- G Item 1 - Fill in the title of Affiant and name of Contractor
- G Item 2 - Fill in the complete legal description
- G Item 3 - Fill in amount of progress payment
- G Item 6 - Fill in amount of most recent progress payment
- G Have Contractor's officer (i) sign; (ii) print his/her name; (iii) state his/her title; and (iv) date
- G Have two (2) different people witness the signature (print and execute their names)
- G Have signature notarized

ALL BLANKS MUST BE FILLED IN COMPLETELY AND CORRECTLY

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "M" Continued
CONTRACTOR'S PROGRESS PAYMENT AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared _____
_____ ("Affiant") who, being duly sworn according to law, deposes and says the following:

1. Affiant is the _____ (title) of _____ (company name)
("Contractor").

2. Pursuant to a contract with Owner, Contractor has performed and will perform work and labor,
and/or furnished and will furnish materials, for the purpose of improving the real property owned by _____
_____ ("Owner"), located in _____ County, Florida ("Property"), and legally described
as :

SEE LEGAL DESCRIPTION ATTACHED

3. This affidavit is executed and delivered for the purpose of obtaining a progress payment in the
amount of \$ _____.

4. All lienors engaged by Contractor in connection with the Property have been paid in full, except
for the following listed lienors (if no lienors are listed, there are none):

<u>NAME OF LIENOR</u>	<u>AMOUNTS DUE OR TO BECOME DUE</u>
_____	_____
_____	_____

5. Contractor will disburse the requested progress payment to satisfy Contractor's current
obligations to all lienors engaged by Contractor in connection with the Property as follows:

<u>NAME OF LIENOR</u>	<u>AMOUNT TO BE PAID</u>
_____	_____
_____	_____

6. The most recent progress payment of \$ _____ previously received by Contractor was
disbursed by Contractor to satisfy Contractor's then current obligations to all lienors engaged by Contractor in
connection with the Property as follows:

<u>NAME OF LIENOR</u>	<u>AMOUNT PAID</u>
_____	_____
_____	_____

Partial (or final, as the case may be) waivers of lien from each of the foregoing lienors are attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "M" Continued

Witnesses:

Print Name: _____

Print Name: _____

AFFIANT:

Company Name: _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)

)SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 200___, by _____ who is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

Notary Public

PARTIAL (OR FINAL) WAIVER LIEN (copies attached)

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "N"

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ _____ dollars, on check number _____ hereby waives, releases, remises and relinquishes its lien and any and all right to claim of lien or liens for labor, services or materials furnished, or any kind of class of lien whatsoever to

Smith McKee Construction, LLC on the job of Wildlight LLC to the following described property:

Dated this ____ day of _____, ____ at _____, Florida.

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____, on behalf of the company/individual/partnership. He/She is personally known to me or provided _____ as identification.

My Commission Expires:

Notary Public

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "O"

CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF LIEN

(To be used for all lienors that are in direct contract/privity with owner,
including general contractors and professional lienors)

Purpose: To ensure that the general contractor and all persons engaged by the general contractor who furnished services, labor or materials used in improving the Property have been paid. To obtain a release by the general contractor of all lien rights in consideration of **FINAL** payment.

Why to use this form? Protects Owner from a general contractor who has not paid its subcontractors or suppliers. Protects Owner inasmuch as the lienor releases their lien rights on a certain piece of property.

Directions: [All of the following steps **MUST** be completed to assure that this form is effective]:

Delivery method: Contractor delivers to Owner when Contractor is given **FINAL** payment for all work and materials provided to the Property.

CHECK ONCE COMPLETED:

- G (A) Fill in County where real property is located
- G (B) Fill in name of person executing Affidavit (the "Affiant")
- G (C) Fill in the title of Affiant
- G (D) Fill in company name of Contractor - MAKE SURE THIS IS THE FULL NAME (e.g., ABC Construction is not enough, FULL LEGAL name must be included: ABC Construction of Duval, Inc.)
- G (E) Fill in name of Owner (see "Entity Ownership Schedule" attached hereto as **Addendum A** for appropriate information)
- G (F) Fill in County where real property is located
- G (G) Fill in COMPLETE legal description of real property -
Option 1: typically used for subdivision improvements when work affects entire parcel; or
Option 2: typically used for improvements affecting a specific lot within a Project.
- G (H) Fill in name of any subcontractors, sub-subcontractors, laborers, suppliers, materialmen, etc. not yet paid by lienor and amounts due thereto
- G (I) Fill in FINAL payment amount
- G (J) Fill in date
- G (K) Fill in company name of lienor on line for Company Name - MAKE SURE THIS IS THE FULL NAME (e.g., ABC Construction is not enough, FULL LEGAL name must be included: ABC Construction of Duval, Inc.)
- G (L) Have an officer of lienor (i) sign; (ii) print his/her name; (iii) print his/her title; and (iv) print full address of lienor
- G (M) Have two (2) different people witness the signature and have each witness sign and print their respective names underneath their signature
- G (N) Notarize - insert county of execution, date of execution, name of officer of lienor, sign and insert commission expiration date.
- G Schedule 1: Attach: (i) a list of all persons, firms, and corporations engaged by lienor who have furnished services, labor, materials, or other items used in improving the Property and the total amounts paid to each; and (ii) final waivers of lien from each of the foregoing.

ALL BLANKS MUST BE FILLED IN COMPLETELY AND CORRECTLY

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "O" Continued

FINAL AFFIDAVIT AND RELEASE OF LIEN

STATE OF FLORIDA

COUNTY OF (A)

BEFORE ME, the undersigned authority, personally appeared (B) ("Affiant"), who, after being by me duly sworn according to law, deposes and says of his personal knowledge the following:

1. Affiant is the (C) of (D) ("Contractor"), which does business in the State of Florida.

2. Pursuant to a Contractor's Agreement (the "Contract") between Owner and Contractor, Contractor has performed work and labor, and/or has furnished materials, for the purpose of improving the real property (the "Property") owned by (E) ("Owner"), located in (F) County (the "County"), Florida, ("State") and legally described as:

- (G) Option 1: PARCEL: _____, PLAT NAME: _____
AS RECORDED IN PLAT BOOK: _____ PAGE: _____ OF THE PUBLIC RECORDS OF THE COUNTY AND STATE.
- Option 2: LOT _____, BLOCK _____, SECTOR(S) _____, PARCEL(S) _____, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF THE COUNTY AND STATE.

3. The Affiant makes this Final Affidavit and Release of Lien, pursuant to Chapter 713, Florida Statutes, for the express purpose of inducing the Owner to make final disbursement and payment to the Contractor under the Contract.

4. Contractor represents to Owner that all work to be performed under the Contract has been fully completed and that all persons, firms, and corporations engaged by Contractor who have furnished services, labor, materials, or other items used in improving the Property have been paid in full. A list of all such persons, firms and corporations and the total amounts paid to each are attached hereto as **Schedule 1** and final waivers of lien from each are also attached hereto. The Contractor has received full and final payment required under the Contract for all work and labor performed, and/or all materials furnished in, to, or about the construction of any building or buildings situated on, or otherwise improving, the Property.

5. There are no persons, firms or corporations engaged by Contractor to improve the Property who have not been paid in full for work done, except those (and for the amounts) listed below (if no exceptions are listed below, there are none):

<u>NAME (H)</u>	<u>AMOUNTS DUE</u>

6. The Contractor hereby expressly agrees to indemnify and save Owner, and all of its directors, officers, partners, representatives and agents, harmless from any and all costs and expenses, including reasonable

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

attorneys' fees, arising out of claims by any laborer, materialmen or subcontractor that they have not been paid for services and/or materials furnished by or through the Contractor in connection with the Property.

Exhibit "O" Continued

7. In consideration of the final payment to Contractor of \$(I) and all other previous payments paid by Owner to Contractor, the undersigned does hereby for and in behalf of the Contractor hereby waive, release and relinquish the Contractor's right to any claim or demand or right to impose a lien or liens for work done or services or materials furnished or any other class of lien whatsoever by Contractor on the job of Owner to the Property.

FURTHER AFFIANT SAYETH NAUGHT.

Signed sealed and delivered this (J) day of _____, _____.

Witnesses:	Company Name (<u>K</u>)
<u>(M)</u> _____ Print Name:	By: <u>(L)</u> _____ Name: _____ Title: _____
<u>(M)</u> _____ Print Name:	Address: _____ _____

STATE OF FLORIDA
COUNTY OF _____

(N)The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, who is personally known to me or has produced _____ as identification and did (did not) take an oath.

Signature of Notary

Public
My Commission Expires:

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

SCHEDULE 1

Persons Paid in Full and Amounts Paid

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

**Exhibit "P"
CHANGE ORDER**

CONTRACTOR NAME: _____

CHANGE ORDER NO.: _____

DATE: _____

The Owner hereby gives the Contractor a Change Order for, and the Contractor agrees to provide and perform, the materials and Work described below:

SEE ATTACHED SCHEDULE A FOR DESCRIPTION OF WORK

Original Guaranteed Maximum Price	\$
Net Price Adjustments for Previous Change Orders - No. _____ through _____	\$
Adjusted Guaranteed Maximum Price through Change Order No. _____	\$
Net Price Adjustment for this Change Order No. _____	\$
Adjusted Guaranteed Maximum Price	\$

Original Contract Time (expiration date) _____	
Net Time Adjustments for Previous Change Orders - No. _____ through _____ (number of days) _____	
Adjusted Contract Time through Change Order No. _____ (expiration date) _____	
Net Time Adjustment for this Change Order No. _____ (number of days) _____	
Adjusted Contract Time (expiration date) _____	

Any funds payable to the Contractor hereunder are hereby declared to constitute trust funds in the hands of the Contractor to be first applied to the payment of Subcontractors, laborers and materialmen, and other cost of construction pursuant to law.

The total amount of this Change Order includes all applicable taxes, insurance, bond, delivery, supervision overhead, profit, labor, labor impact, materials, changes, delays, acceleration, cumulative impact, and inefficiency, or any claims therefore, and the Contractor hereby waives any and all claims for such items associates with or related to the Work covered by this Change Order to the extent not set forth herein.

This Change Order represents the entire and integrated agreement between the parties with respect to the Changes set forth herein. This Change Order supersedes all prior negotiations, agreements, understandings, and qualifications, for this change in scope; but this change Order and the Work contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Contract Documents including, without limitation, those concerning payment.

OWNER:

CONTRACTOR:

Authorized Signature
 Print Name: _____
 Title: _____

Authorized Signature
 Print Name: _____
 Title: _____

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Date: _____ Date: _____

**SCHEDULE (A)
CHANGE ORDER
DESCRIPTION OF WORK**

CONTRACTOR NAME: _____

CHANGE ORDER NO.: _____

DATE: _____

<u>Item</u>	<u>Description</u>	<u>Value</u>
-------------	--------------------	--------------

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "Q"
FIELD DIRECTIVE

TO: _____ DATE: _____
 ATTN: _____

PROJECT: _____ DIRECTIVE NO.: _____

ATTACHMENTS: _____

DESCRIPTION: _____

Subcontractor Total	\$-
Overhead @ 5%	\$-
Profit @ 5%	\$-
Bond @ .75%	\$-
TOTAL	\$-

Pursuant to Paragraph 24 of the, Owner directs Contractor as follow:

- A. Owner does not authorize Contractor to proceed with the described proposed Changes to the Work. Contractor will submit a Proposal to Owner in conformance with Article 22 of the Agreement within () days from the date of this Field Directive. Contractor's Proposal will include all applicable quantities by unit, a detailed, itemized breakdown of all additions and credits to the Cost of the Work allowed under Section 22.2 of the Agreement to fully perform the proposed Changes to the Work; and any proposed adjustment to the Contract Time and Milestones. Owner will issue either a Change Order or an amended Field Directive to Contractor in the event Owner elects to accept the proposed adjustments to the Contract Price and Contract Time.
- B. Owner directs Contractor to proceed with the described Changes to the Work for an increase or decrease to the Contract Price in the amount of \$ _____, which will be formally memorialized by Owner's issuance of a Change Order to Contractor. Notwithstanding the foregoing, Contractor will provide written notice of a claim to Owner in strict conformance with Article 51 of the Agreement and await further direction from Owner before proceeding with the Changes to the Work in the event that Contractor does not agree to such adjustment.
- C. Owner directs Contractor to proceed immediately with the described Changes to the Work, and to submit a Proposal to Owner in conformance with Article 22 of the Agreement within () days from the date of this Field Directive. Contractor's authorization to proceed under this Field Directive IS or IS NOT subject to a maximum increase in the GMP of _____, which may be increased only by an amended Field Directive signed by Owner's representative. Contractor's Proposal will include all applicable quantities by unit; a detailed, itemized breakdown of all additions and credits to the Cost of the Work allowed under Section 22.2 of the Agreement to fully perform the Changes to the Work; and ; and any proposed adjustment to the Contract Time and Milestones. Owner will issue a formal Change Order to Contractor when the Parties reach an agreement upon the adjustment to the Contract Price and Contract Time.
- D. Owner directs Contractor to proceed immediately with the described Changes to the Work on a time and material basis for the actual Cost of the Work incurred by Contractor for those categories of Cost of the Work set forth in Section 22.2 of the Agreement. Contractor will maintain accurate time and material records. Contractor will submit all time tickets on a weekly basis to the Owner's representative for verification. Owner will issue a

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

formal Change Order equal to the actual increased Cost of the Work and increased Contract Time attributable to the Changes to the Work based on the signed time tickets and material invoices, plus the Contractor mark-up as specified in Section 22.3 of the Agreement.

E. Owner directs Contractor to proceed immediately with the described work, with both Parties reserving their rights as to whether the described work above constitutes a Change to the Work. Contractor will maintain accurate time and material records based upon the categories of the Cost of the Work identified in Section 22.2 of the Agreement. Contractor will submit all time tickets on a weekly basis to the Owner's representative for verification. Owner and Contractor will resolve their dispute with respect to the described work in conformance with Article 51 of the Agreement.

F. Owner directs Contractor to proceed immediately with the correction or removal and replacement of the described Work, which Owner has determined is defective. Contractor will provide written notice of a Claim in strict conformance with Article 51 of the Agreement in the event that Contractor believes in good faith that Owner's determination is incorrect. Contractor's notice will not excuse Contractor from promptly and diligently complying with this Field Directive.

All Work, including Changes to the Work, will be performed in conformance with the Contract Documents. All labor and material referenced above is subject to the applicable portions of the Contract Documents. All costs associated with the described Changes to the Work includes any and all time extensions arising out of or relating to the Field Directive, and therefor constitutes no change to the Contract Time. Contractor will coordinate all all Work in progress with the described Changes to the Work.

Comments: Contract Time and Milestones are not changed as a result of this Field Directive.

Approved:

Accepted:

Owner

Date

Contractor

Date

WARRANTY AND RELEASE OF RESTRICTIONS ON THE EAST NASSAU STEWARDSHIP DISTRICT RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS AND RELATED DOCUMENTS CREATED OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS

THIS WARRANTY AND RELEASE is made the 28 day of FEBRUARY, 2024, by England-Thims & Miller, Inc., whose address is 14775 Old St. Augustine Road, Jacksonville, Florida 32258 ("Professional"), in favor of the East Nassau Stewardship District ("District"), which is a local unit of special-purpose government situated in the Nassau County, Florida, and having offices located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 1. DESCRIPTION OF SCOPE OF SERVICES. Professional has provided work product in connection with the construction/installation of certain infrastructure improvements for Wildlight LLC, a landowner and developer within the District ("Developer"). An outline of the scope of services provided by Professional is attached as **Exhibit A** ("Work Product").

SECTION 2. USE OF WORK PRODUCT. Professional acknowledges that the Landowner may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product.

SECTION 3. WARRANTY. Professional hereby expressly guarantees that the Work Product identified in **Exhibit A** is fit for the purposes for which it is intended. This expressed warranty shall not serve to eliminate any responsibility of Professional for the Work Product under Florida Statutes or case law, or to exclude any implied warranties and responsibilities.

SECTION 4. RELEASES. Premised upon the District's agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for the purposes for which it is intended. Professional hereby affirmatively agrees that the Work identified in **Exhibit A** is free of all claims, security agreement, encumbrances or liens.

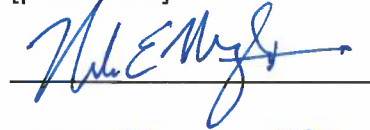
SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit A** and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Landowner and/or the District for the Work Product identified in **Exhibit A**.

SECTION 6. EFFECTIVE DATE. This Warranty and Release shall take effect upon execution.

WITNESSES



Jon-Michael Barquin
[print name]



NICHOLAS MENYHART
[print name]

ENGLAND-THIMS & MILLER, INC., a Florida corporation


By: 
Name: JOHN ZACHARY BRECHT
Its: SENIOR PM / SHAREHOLDER

EXHIBIT A

Engineering by ETM: The work product associated with this Release & Warranty include Wildlight PDP #3 – Curiosity Avenue Engineering Plans, dated August 31, 2021, as related to stormwater management pond No. 13, public common area, and landscape improvements for East Nassau Stewardship District.

**EAST NASSAU
STEWARDSHIP DISTRICT**

4CIII



January 22, 2024

East Nassau Stewardship District
c/o Craig Wrathell
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: East Nassau Stewardship District ("**District**")
Acquisition of Conservation Lands and Related Improvements
Portions of Phases 1c-1, 1c-West, 1c-2, and PDP 3 Pod 4 and Pod 5

Dear Craig:

Pursuant to the *Supplemental Acquisition and Monitoring-Activities Funding Agreement [Conservation Lands and Mobility Trails]*, dated January 22, 2024 ("**Acquisition Agreement**"), you are hereby notified that Wildlight LLC ("**Developer**") has completed and wishes to sell to the District the real property ("**Conservation Lands**"), related trail improvements and associated work product (together, the "**Improvements**"), all as more particularly described in **Exhibit A** attached hereto.

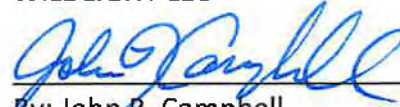
Conservation Lands and Improvements were included in the District's overall capital improvement program as described in *Engineers Report for Central Planning Area*, dated August 10, 2017 ("**Engineer's Report**"), as amended and supplemented. Developer constructed, installed and equipped the Improvements consistent with the Engineer's Report and has completed monitoring activities for portions of Conservation Lands as required by St. Johns River Water Management District ("**SJRWMD**") Permit No. 139976-1, as amended and supplemented ("**Permit**"). Those portions of Conservation Lands being conveyed that still require monitoring by the District after the Permit transfer is described in **Exhibit B**.

Developer hereby acknowledges and agrees the District is acquiring the Improvements in advance of any funds being available for the District to pay for such Improvements; with that said, the Developer reserves its right to be reimbursed for the costs incurred by Developer in constructing the Improvements for future acquisition amount of \$1,089,737.61 ("**Acquisition Cost**"), which may be reimbursable by a future series of Special Assessment Revenue Bonds to be issued by the District, subject to Section 10 of the Acquisition Agreement.

Furthermore, pursuant to Section 7 of the Acquisition Agreement, the Developer hereby agrees to transfer the applicable portions of the Permit within thirty (30) days from the date of conveyance. To this end, Developer will use SJRWMD's Form 62-330.340(1) for Request to

Transfer of Environmental Resource and/or State 404 Program Permit I as attached hereto as **Exhibit C**. We will further coordinate any documentation necessary for successful transition of the Permit, as may be required. In conjunction with same and upon completion of the Conservation Lands conveyance, please send a written request for monitoring funding pursuant to Section 8 of the Acquisition Agreement.

Sincerely,
WILDLIGHT LLC



By: John R. Campbell

Its: Vice President

Enclosures:

Exhibit A Description of Conservation Lands and Improvements
Exhibit B List of Conservation Lands Subject to Monitoring per Permit
Exhibit C Permit Transfer Form

cc: Jonathan Johnson, District Counsel
Zach Brecht, District Engineer

EXHIBIT A

Description of Improvements and Tracts for Conveyance

Improvement	District Eligible Cost	Paid to Date (to Developer)	Estimated Future Requisition Amount ("Acquisition Cost")¹
Multi-Use and Mobility Trail Improvements	\$1,089,737.61	\$0	\$1,089,737.61
TOTAL COSTS	\$1,089,737.61	\$0	\$1,089,737.61

¹Acquisition Cost includes costs associated with mobility trails which are eligible for mobility fee credit to be issued by the County ("Mobility Fee Creditable Improvement"). Payment for such Mobility Fee Creditable Improvement, if any, may further be governed by an agreement between the Developer and the District, which may reduce the estimated eligible Acquisition Cost.

TRAIL IMPROVEMENTS: All multi-use trail system infrastructure improvements, including concrete, aggregate and boardwalk hardscape features, plants, trees, timber, shrubbery, and other landscaping and related facilities constructed in and for the development of Wildlight Phase 1c-1, Phase 1c-West, Phase 1c-2, PDP 3 / Pod 4 North and PDP 3 / Pod 5, all located on portions of the real property described in the following legal description:

SR 200 BOARDWALK AND TRAIL LOCATION:

LSS-828

Conservation Easement C (109.56 Ac.)

SITE 1:

A parcel of land, 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 Mill Grant, Section 50, Township 3 North, Range 27 East, all in Nassau County, Florida and being a portion of East Nassau - Wildlight PDP 3 / Pod 4 North as recorded in Official Record Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida, and being more particularly described as follows:

Begin at the Southwest corner of East Nassau - Wildlight PDP 3 / Pod 4 North as recorded in Official Record Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida said point also being on the Northerly Right of Way line of State Road No. 200 (A1A) (184 foot Right of Way): thence on the Westerly line of said East Nassau - Wildlight PDP 3 / Pod 4 North for the next 63 courses, N 14°34'24" W, a distance of 26.17 feet; thence N 37°44'05" W, a distance of 19.94 feet; thence N 19°00'35" W, a distance of 20.68 feet; thence N 27°51'55" E, a distance of 22.98 feet; thence N 05°35'01" E, a distance of 51.12 feet; thence N 50°18'54" W, a distance of 61.48 feet; thence S 83°17'51" W, a distance of 9.53 feet; thence N 69°59'54" W, a distance of 8.68 feet; thence N 45°00'00" W, a distance of 12.94 feet; thence N 15°00'01" W, a distance of 12.94 feet; thence N 08°14'40" E, a distance of 24.44 feet; thence N 65°02'35" W, a distance of 33.83 feet; thence N 81°48'40" W, a distance of 40.47 feet; thence N 49°28'48" W, a distance of 17.14 feet; thence N 03°50'14" W, a distance of 25.32 feet; thence N 03°50'14" W, a distance of 97.07 feet; thence N 81°07'49" W, a distance of 651.34 feet; thence S 72°16'09" W, a distance of 92.45 feet to a point on a curve, concave Northeast, having a radius of 455.55 feet and a central angle of 64°10'20"; thence on the arc of said curve, a distance of 510.22 feet said arc being subtended by a chord which bears N 14°31'57" W, a distance of 483.97 feet to the curves end; thence N 17°33'13" E, a distance of 148.53 feet; thence S 64°55'33" E, a distance of 91.90 feet; thence S 74°15'37" E, a distance of 64.22 feet; thence N 78°51'30" E, a distance of 44.31 feet; thence S 13°46'00" E, a distance of 9.16 feet; thence N 76°14'00" E, a distance of 20.18 feet; thence N 90°00'00" E, a distance of 58.41 feet to a point on a curve, concave Northeast, having a radius of 282.00 feet and a central angle of 14°35'17"; thence on the arc of said curve, a distance of 71.80 feet said arc being subtended by a chord which bears S 63°05'05" E, a distance of 71.61 feet to a point of compound curvature of a curve having a radius of 207.00 feet and a central angle of 114°29'51"; thence on the arc of said curve, a distance of 413.66 feet said arc being subtended by a chord which bears N 52°22'21" E, a distance of 348.19 feet to the curves

end; thence N 04°52'34" W, a distance of 176.80 feet to the beginning of a curve, concave Southwest, having a radius of 232.00 feet and a central angle of 67°34'13"; thence on the arc of said curve, a distance of 273.60 feet said arc being subtended by a chord which bears N 38°39'41" W, a distance of 258.02 feet to the curves end; thence N 72°26'47" W, a distance of 117.42 feet; thence N 17°33'13" E, a distance of 57.96 feet; thence N 00°00'00" E, a distance of 44.09 feet; thence N 72°30'30" W, a distance of 23.52 feet; thence N 01°32'33" W, a distance of 56.38 feet; thence N 68°29'37" W, a distance of 78.54 feet; thence N 24°23'46" E, a distance of 115.28 feet; thence N 20°24'00" E, a distance of 158.48 feet; thence S 72°26'47" E, a distance of 10.00 feet; thence N 17°33'13" E, a distance of 35.00 feet; thence N 72°26'47" W, a distance of 10.00 feet; thence N 12°48'00" E, a distance of 208.82 feet; thence N 79°41'55" E, a distance of 72.83 feet; thence N 27°39'50" E, a distance of 141.02 feet; thence N 87°53'58" E, a distance of 92.75 feet; thence S 78°08'16" E, a distance of 42.28 feet; thence N 48°30'00" E, a distance of 103.12 feet; thence N 32°52'00" E, a distance of 139.06 feet; thence N 21°11'55" E, a distance of 181.26 feet; thence S 71°22'04" E, a distance of 146.28 feet; thence S 87°22'44" E, a distance of 111.52 feet; thence N 79°52'34" E, a distance of 135.74 feet; thence N 46°14'01" E, a distance of 54.25 feet; thence N 24°41'00" E, a distance of 123.84 feet to the beginning of a curve, concave Northwest, having a radius of 1746.50 feet and a central angle of 6°35'32"; thence on the arc of said curve, a distance of 200.94 feet said arc being subtended by a chord which bears N 21°23'14" E, a distance of 200.83 feet to the curves end; thence N 21°04'05" W, a distance of 9.13 feet; thence N 36°45'46" W, a distance of 75.31 feet; thence N 15°34'40" W, a distance of 60.13 feet; thence N 01°34'30" W, a distance of 154.10 feet; thence N 36°37'12" W, a distance of 37.06 feet; thence N 03°59'54" E, a distance of 228.24 feet; thence N 62°32'01" E, a distance of 79.11 feet; thence N 83°27'07" E, a distance of 115.17 feet; thence S 31°50'36" E, a distance of 1194.22 feet to a point on the Northerly line and on the Westerly line and on the Southerly line of Recreation and/or Community Amenity Tract 3 of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North for the next 17 courses, S 72°22'52" W, a distance of 158.70 feet; thence S 80°30'25" W, a distance of 156.47 feet; thence N 85°06'47" W, a distance of 135.08 feet; thence S 75°26'08" W, a distance of 171.53 feet; thence S 64°17'24" W, a distance of 75.73 feet; thence S 29°48'51" W, a distance of 52.78 feet; thence S 17°04'43" E, a distance of 124.66 feet; thence S 88°37'51" E, a distance of 191.75 feet; thence N 80°45'52" E, a distance of 124.63 feet; thence S 89°17'34" E, a distance of 121.16 feet; thence S 79°09'00" E, a distance of 121.39 feet; thence S 45°00'00" E, a distance of 141.09 feet; thence S 61°01'56" E, a distance of 64.74 feet; thence S 86°39'19" E, a distance of 77.37 feet; thence S 74°29'42" E, a distance of 110.51 feet; thence S 43°13'36" E, a distance of 40.97 feet; thence S 08°13'18" E, a distance of 117.06 feet to a point on the Northerly line of Parcel 4B-2 of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North; thence departing said Southerly line and on said Northerly line and on the Westerly line and Southerly line of said Parcel 4B-2, for the next 32 courses, S 47°57'16" W, a distance of 41.96 feet; thence S 20°44'32" W, a distance of 67.69 feet; thence S 49°58'08" W, a distance of 238.11 feet; thence S 88°40'49" W, a distance of 91.02 feet; thence N 39°42'27" W, a distance of 63.05 feet; thence N 05°56'33" W, a distance of 78.38 feet; thence N 18°03'37" W, a distance of 120.46 feet; thence S 88°42'48" W, a distance of 77.27 feet; thence S 23°21'17" W, a distance of 86.52 feet; thence S 32°13'05" W, a distance of 175.28 feet;

thence S 56°10'10" W, a distance of 80.53 feet; thence S 86°45'31" W, a distance of 116.66 feet; thence N 84°54'43" W, a distance of 60.97 feet; thence S 44°54'23" W, a distance of 67.36 feet; thence S 19°29'30" W, a distance of 63.88 feet; thence S 06°39'28" E, a distance of 144.69 feet; thence S 31°13'47" E, a distance of 268.31 feet; thence S 22°51'44" E, a distance of 285.38 feet; thence N 87°15'10" E, a distance of 199.65 feet; thence N 36°16'37" E, a distance of 60.64 feet; thence N 77°41'53" E, a distance of 137.86 feet; thence N 64°46'11" E, a distance of 65.81 feet; thence N 51°36'56" E, a distance of 87.53 feet; thence N 29°25'11" E, a distance of 132.61 feet; thence N 04°17'28" E, a distance of 53.34 feet; thence N 25°39'08" W, a distance of 72.86 feet; thence N 20°53'17" W, a distance of 127.18 feet; thence N 08°27'18" W, a distance of 73.65 feet; thence N 42°09'12" E, a distance of 62.84 feet; thence N 58°16'02" E, a distance of 162.71 feet; thence N 50°49'28" E, a distance of 257.46 feet; thence S 31°50'36" E, a distance of 300.52 feet; thence S 68°33'07" W, a distance of 26.18 feet to the beginning of a curve, concave Southeast, having a radius of 704.49 feet and a central angle of 5°04'49"; thence on the arc of said curve, a distance of 62.46 feet said arc being subtended by a chord which bears S 06°24'14" W, a distance of 62.44 feet to the curves end; thence N 66°14'02" W, a distance of 7.88 feet; thence S 78°20'27" W, a distance of 81.86 feet; thence S 01°08'48" W, a distance of 153.09 feet; thence S 57°55'14" E, a distance of 6.61 feet; thence S 35°55'48" E, a distance of 99.9 feet; thence S 17°21'32" E, a distance of 67.91 feet; thence S 05°28'03" E, a distance of 34.16 feet; thence S 11°27'35" W, a distance of 38.26 feet to a point on the Northerly line of Parcel 4C of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North; thence on said Northerly line and on the Westerly line of said Parcel 4C for the next 12 courses, S 51°03'00" W, a distance of 147.00 feet; thence S 89°03'41" W, a distance of 96.57 feet; thence S 76°46'32" W, a distance of 47.28 feet; thence S 13°08'19" W, a distance of 77.20 feet; thence S 41°53'01" W, a distance of 72.80 feet; thence S 72°16'43" W, a distance of 72.32 feet; thence S 41°58'32" W, a distance of 120.31 feet; thence S 54°41'23" W, a distance of 213.04 feet; thence S 16°16'24" W, a distance of 101.15 feet; thence S 22°49'46" E, a distance of 75.63 feet; thence N 73°07'46" E, a distance of 312.64 feet; thence S 19°56'16" E, a distance of 165.59 feet to a point on the aforesaid Northerly Right of Way line of State Road No. 200 (A1A); thence departing said Westerly line and on said Northerly Right of Way line, S 72°19'01" W, a distance of 1564.87 feet to the Point of Beginning.

FOUNDERS PARK TRAIL AND BOARDWALK LOCATION:

LSS-817
2020ANE00809

Conservation Easement 4B (2.65 Ac.)

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 6085.39 feet; thence departing said North line, S 00°46'33" E, a distance of 319.64 feet to the Point of Beginning; thence S 34°31'52" E, a distance of 263.26 feet; thence S 63°13'56" W, a distance of 52.47 feet; thence S 05°38'48" W, a distance of 45.91 feet; thence S 24°24'42" E, a distance of 58.83 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 89°50'48"; thence on the arc of said curve, a distance of 39.20 feet said arc being subtended by a chord which bears S 20°30'42" W, a distance of 35.31 feet to the curves end; thence S 65°26'05" W, a distance of 78.11 feet; thence S 80°13'18" W, a distance of 12.76 feet; thence N 84°59'33" W, a distance of 56.38 feet; thence N 78°19'32" W, a distance of 47.90 feet; thence S 57°11'25" W, a distance of 73.12 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and central angle of 90°53'40"; thence on the arc of said curve, a distance of 39.66 feet said arc being subtended by a chord which bears N 77°21'46" W, a distance of 35.63 feet to the curves end; thence N 31°54'56" W, a distance of 56.10 feet; thence S 86°29'39" W, a distance of 76.51 feet; thence S 45°13'31" W, a distance of 18.72 feet; thence N 44°46'29" W, a distance of 3.41 feet to the beginning of a curve, concave Southeast, having a radius of 1085.00 feet and central angle of 24°48'33"; thence on the arc of said curve, a distance of 481.14 feet said arc being subtended by a chord which bears N 31°08'22" E, a distance of 457.55 feet to the beginning of a curve, concave Northerly, having a radius of 180.00 feet and central angle of 18°42'44"; thence on the arc of said curve, a distance of 58.79 feet said arc being subtended by a chord which bears N 89°26'58" E, a distance of 58.53 feet to the Point of Beginning.

DESCRIPTION OF ASSOCIATED WORK PRODUCT TO BE ACQUIRED:

Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the above-described improvements.

CONVEYANCE OF CONSERVATION LAND ONLY (NO IMPROVEMENTS ON THE FOLLOWING REAL PROPERTY):

LSS-171
201BANE00227

CONSERVATION EASEMENT A1 (96.39 Ac)

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 Mill 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 Northeast corner of the Heirs of E. Waterman Mill Grant, Section 39, Township 2 North, Range 26 East, Nassau County, Florida; thence on the East line of said Section 39, S 01°11'47" E, a distance of 1180.32 feet to the Point of Beginning; thence departing said East line, S 70°23'20" W, a distance of 16.31 feet; thence N 16°36'52" W, a distance of 25.03 feet; thence S 70°23'20" W, a distance of 72.12 feet; thence S 85°07'48" W, a distance of 109.08 feet; thence N 67°29'53" W, a distance of 251.35 feet; thence S 56°13'53" W, a distance of 141.94 feet; thence S 08°23'30" W, a distance of 217.38 feet; thence N 82°42'24" E, a distance of 13.97 feet; thence S 30°17'30" E, a distance of 68.94 feet; thence S 71°59'29" E, a distance of 66.25 feet; thence N 47°47'00" E, a distance of 71.34 feet; thence S 42°13'00" E, a distance of 303.71 feet to a point on the Northerly line of those lands described in Official Record Book 1484, Page 1762 of the Public Records of Nassau County, Florida; thence on said Northerly line, S 73°24'10" W, a distance of 836.77 feet to a point on the Easterly Limited Access Right of Way line of Interstate 95 (300 foot Right of Way); thence departing said Northerly line and on said Easterly Limited Access Right of Way line, N 16°36'54" W, a distance of 3294.77 feet; thence departing said Easterly Limited Access Right of Way line, N 74°24'36" E, a distance of 87.21 feet; thence S 79°40'45" E, a distance of 17.95 feet; thence S 10°18'17" W, a distance of 14.31 feet; thence N 75°01'00" E, a distance of 822.12 feet; thence S 01°16'23" W, a distance of 114.36 feet; thence S 16°00'53" W, a distance of 43.14 feet; thence S 25°15'42" W, a distance of 45.92 feet; thence S 09°38'15" W, a distance of 26.88 feet; thence S 25°26'43" E, a distance of 68.66 feet; thence S 19°17'24" E, a distance of 42.38 feet; thence S 04°32'53" W, a distance of 44.14 feet; thence S 27°43'07" W, a distance of 33.32 feet; thence S 25°53'13" E, a distance of 37.79 feet; thence S 43°27'07" E, a distance of 52.35 feet; thence S 55°18'17" E, a distance of 79.06 feet; thence S 25°20'46" E, a distance of 52.56 feet; thence S 23°53'28" W, a distance of 81.48 feet; thence S 04°44'43" W, a distance of 73.59 feet; thence S 00°09'27" W, a distance of 201.04 feet; thence N 90°00'00" E, a distance of 25.40 feet; thence S 57°43'28" E, a distance of 94.77 feet; thence S 00°00'00" E, a distance of 26.67 feet; thence N 89°04'37" E, a distance of 237.59 feet; thence N 83°33'39" E, a distance of 257.07 feet; thence N 69°24'39" E, a distance of 305.13 feet; thence S 15°50'39" E, a distance of 186.66 feet; thence S 21°51'25" E, a distance of 205.51 feet; thence S 05°19'58" W, a distance of 50.12 feet; thence S 80°13'15" W, a distance of 519.4 feet; thence N 82°43'00" W, a distance of 161.39 feet; thence S 80°37'04" W, a distance of 59.90 feet; thence S 50°30'49" W, a distance of 68.74 feet; thence S 38°17'04" W, a distance of 148.13 feet; thence S 48°55'08" W, a distance of 46.82 feet; thence S 34°53'58" W, a distance of 41.63 feet; thence S 10°23'33" W, a distance of 68.81 feet; thence S 55°33'58" E, a distance of 44.36 feet; thence S 82°22'02" E, a distance of 104.79 feet; thence S 73°18'49" E, a distance of 200.58 feet; thence N 84°24'08" E, a distance of 87.38 feet; thence S 76°27'22" E, a distance of 100.35 feet; thence N 80°58'11" E, a distance of 95.00 feet; thence N 21°01'44" W, a distance of 43.39 feet; thence N 11°54'31" W, a distance of 116.9 feet; thence N 07°21'54" E, a distance of 97.61 feet; thence N 48°27'51" E, a distance of 18.25 feet; thence S 88°54'35" E, a distance of 150.91 feet; thence S 73°52'32" E, a distance of 103.77 feet;

thence S 65°28'07" E, a distance of 82.42 feet; thence N 37°08'03" E, a distance of 51.74 feet; thence N 20°26'26" W, a distance of 80.67 feet; thence N 20°08'47" E, a distance of 109.88 feet; thence N 74°02'29" E, a distance of 71.92 feet; thence S 38°02'38" E, a distance of 42.06 feet; thence S 31°49'53" E, a distance of 86.02 feet; thence S 48°29'04" E, a distance of 180.3 feet; thence S 56°59'37" E, a distance of 138.00 feet; thence S 83°26'56" E, a distance of 202.88 feet; thence S 60°41'33" E, a distance of 161.45 feet; thence S 66°25'10" E, a distance of 98.78 feet; thence S 60°36'40" W, a distance of 9.73 feet; thence S 50°55'41" E, a distance of 57.88 feet; thence S 39°58'43" E, a distance of 203.72 feet; thence S 40°18'25" E, a distance of 13.39 feet; thence S 18°25'58" E, a distance of 66.83 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and a central angle of 56°33'31"; thence on the arc of said curve, a distance of 24.68 feet said arc being subtended by a chord which bears S 09°50'47" W, a distance of 23.69 feet to the curves end; thence S 38°07'33" W, a distance of 91.43 feet; thence S 48°38'18" W, a distance of 82.91 feet; thence S 06°37'48" E, a distance of 30.00 feet; thence S 04°04'32" E, a distance of 95.39 feet; thence S 19°27'49" W, a distance of 42.96 feet; thence S 60°47'37" W, a distance of 265.11 feet; thence N 08°57'11" W, a distance of 5.04 feet; thence N 45°36'54" W, a distance of 24.58 feet; thence S 72°59'47" W, a distance of 47.32 feet; thence S 14°39'50" W, a distance of 20.63 feet; thence S 80°24'47" W, a distance of 219.03 feet; thence N 54°35'13" W, a distance of 85.08 feet; thence S 68°34'20" W, a distance of 262.29 feet; thence S 80°22'02" W, a distance of 77.44 feet; thence S 70°23'20" W, a distance of 3.73 feet to the Point of Beginning.

LESS AND EXCEPT
(LSS-361 - LSP1237) 25' MOBILITY TRAIL EASEMENT A (0.90Ac.)

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, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, Nassau County, Florida; thence on the West line of said Section 44, S 01°11'47" E, a distance of 1180.32 feet to the Point of Beginning; thence N 70°23'20" E, a distance of 3.73 feet; thence N 80°22'02" E, a distance of 77.44 feet; thence N 68°34'20" E, a distance of 262.29 feet; thence S 54°35'13" E, a distance of 85.08 feet; thence N 80°24'47" E, a distance of 219.03 feet; thence N 14°39'50" E, a distance of 20.63 feet; thence N 72°59'47" E, a distance of 47.32 feet; thence S 45°36'54" E, a distance of 24.58 feet; thence S 08°57'11" E, a distance of 5.04 feet; thence N 60°47'37" E, a distance of 265.11 feet; thence N 19°27'49" E, a distance of 42.96 feet; thence N 04°04'32" W, a distance of 95.39 feet; thence N 06°37'48" W, a distance of 30.00 feet; thence N 48°38'18" E, a distance of 82.91 feet; thence N 38°07'33" E, a distance of 91.43 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and a central angle of 56°33'31"; thence on the arc of said curve, a distance of 24.68 feet said arc being subtended by a chord which bears N 09°50'47" E, a distance of 23.69 feet to the curves end; thence N 18°25'58" W, a

distance of 66.83 feet; thence N 40°18'25" W, a distance of 13.39 feet; thence N 49°41'35" E, a distance of 59.16 feet to a point on the Westerly Right of Way line of Wildlight Avenue (81 foot Right of Way); thence on said Westerly Right of Way line, N 46°38'41" W, a distance of 25.15 feet; thence departing said Westerly Right of Way line, S 49°41'35" W, a distance of 81.38 feet; thence S 40°18'25" E, a distance of 33.56 feet; thence S 18°25'58" E, a distance of 61.99 feet; thence S 38°07'33" W, a distance of 89.13 feet; thence S 48°38'18" W, a distance of 93.70 feet; thence S 06°37'48" E, a distance of 42.53 feet; thence S 04°04'32" E, a distance of 89.62 feet; thence S 19°27'49" W, a distance of 28.32 feet; thence S 60°47'37" W, a distance of 233.85 feet; thence N 45°36'54" W, a distance of 25.65 feet; thence S 72°59'47" W, a distance of 76.11 feet; thence S 14°39'50" W, a distance of 18.43 feet; thence S 80°24'47" W, a distance of 192.51 feet; thence N 54°35'13" W, a distance of 88.25 feet; thence S 68°34'20" W, a distance of 273.24 feet; thence S 80°22'02" W, a distance of 72.90 feet; thence N 16°36'52" W, a distance of 25.75 feet; thence S 70°23'20" W, a distance of 35.11 feet; thence S 16°37'11" E, a distance of 25.03 feet; thence N 70°23'20" E, a distance of 10.07 feet; thence S 16°36'52" E, a distance of 25.03 feet; thence N 70°23'20" E, a distance of 16.31 feet to the Point of Beginning.

LESS AND EXCEPT
(LSS-319 - LSP1354) Trail Easement 4: (1.04 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 39, Township 2 North, Range 26 East and 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 Northwest corner of Tract 5, as shown on the plat of East Nassau - Wildlight Phase 1c-West, recorded in Plat Book 2239, Pages 1149 and 1150 of the public records of Nassau County, Florida; thence S 43°21'19" W, a distance of 12.50 feet; thence S 49°40'53" E, a distance of 214.66 feet; thence S 10°08'44" E, a distance of 86.04 feet; thence S 46°38'41" E, a distance of 32.67 feet to a point on the Northwesterly Right of Way line of Wildlight Avenue (81 foot Right of Way); thence on said Northwesterly Right of Way line, S 43°21'19" W, a distance of 53.70 feet to a point on the Westerly Right of Way line of said Wildlight Avenue; thence departing said Northwesterly Right of Way line and on said Westerly Right of Way line, S 46°38'41" E, a distance of 204.07 feet; thence departing said Westerly Right of Way line, S 13°12'31" W, a distance of 31.65 feet to the Point of Beginning; thence S 64°40'38" W, a distance of 47.25 feet; thence S 83°00'57" W, a distance of 107.72 feet; thence N 88°42'40" W, a distance of 118.89 feet; thence S 73°39'58" W, a distance of 107.18 feet; thence S 59°25'03" W, a distance of 187.55 feet; thence S 55°21'32" W, a distance of 98.56 feet; thence S 50°53'39" W, a distance of 159.61 feet; thence S 37°25'13" W, a distance of 62.82 feet; thence S 02°52'14" E, a distance of 70.32 feet; thence S 45°28'05" W, a distance of 80.12 feet; thence S 54°29'53" W, a distance of 306.84 feet; thence S 47°12'03" W, a distance of 52.57 feet; thence S 1°33'11" W, a distance of 118.24 feet to the Northerly line of Pond Tract 1 of aforesaid East Nassau - Wildlight Phase 1c-West; thence on said Northerly line, N 67°29'53" W, a distance of 120.58 feet; thence departing said Northerly line,

N47°12'03" E, a distance of 44.25 feet; thence N 17°56'56" W, a distance of 57.42 feet; thence N 72°03'04" E, a distance of 40.00 feet; thence S 17°56'56" E, a distance of 38.89 feet; thence N 47°12'03" E, a distance of 98.88 feet; thence N 54°29'53" E, a distance of 306.46 feet; thence N 45°28'05" E, a distance of 66.93 feet; thence N 02°52'14" W, a distance of 68.27 feet; thence N 37°25'13" E, a distance of 74.94 feet; thence N 50°53'39" E, a distance of 163.54 feet; thence N 55°21'32" E, a distance of 100.42 feet; thence N 59°25'03" E, a distance of 191.56 feet; thence N 73°39'58" E, a distance of 114.18 feet; thence S 88°42'40" E, a distance of 120.96 feet; thence N 83°00'57" E, a distance of 101.88 feet; thence N 64°40'38" E, a distance of 31.17 feet; thence S 51°03'26" E, a distance of 27.75 feet to the Point of Beginning.

LSS-172
2017ANE00600

CONSERVATION EASEMENT "H" (18.37 Ac)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 90 foot Roadway (90 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line of said Proposed 90 foot Roadway and on the arc of said curve, for the next 2 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 366.85 feet to a point on the Easterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said Southeasterly Right of Way line and on said Easterly Right of Way line for the next 5 courses, S 46°38'41" E, a distance of 396.54 feet to the beginning of a curve, concave Northeast, having a radius of 3779.50 feet and a central angle of 9°00'40"; thence on the arc of said curve, a distance of 594.42 feet said arc being subtended by a chord which bears S 51°09'01" E, a distance of 593.81 feet to the curves end; thence S 34°20'39" W, a distance of 1.46 feet to a point on a curve, concave Northeast, having a radius of 3781.00 feet and a central angle of 1°21'32"; thence on the arc of said curve, a distance of 89.68 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 89.68 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet; thence departing said Easterly Right of Way line, S 32°59'07" W, a distance 81.00 feet to a point on the Westerly Right of Way line of the aforesaid Proposed 81 foot Roadway; thence departing said Westerly Right of Way line, S 32°59'07" W, a distance of 59.72 feet; thence S 12°57'19" W, a distance of 69.42 feet; thence S 84°11'10" W, a distance of 97.15 feet; thence S 34°11'08" W, a distance of 108.34 feet; thence N 72°56'26" W, a distance of 29.97 feet; thence S 34°11'08" W, a

distance of 40.07 feet; thence S 38°41'19" E, a distance of 29.97 feet; thence S 34°11'08" W, a distance of 171.22 feet; thence S 72°31'46" W, a distance of 12.29 feet; thence S 72°31'46" W, 22.07 feet to the Point of Beginning; thence S 72°31'46" W, a distance of 19.08 feet; thence S 68°01'03" W, a distance of 25.33 feet; thence N 55°42'52" W, a distance of 34.22 feet; thence N 31°41'41" W, a distance of 15.70 feet; thence N 69°06'01" W, a distance of 44.35 feet; thence S 53°38'52" W, a distance of 78.89 feet; thence S 34°29'56" W, a distance of 63.47 feet; thence S 30°10'18" W, a distance of 53.84 feet; thence S 08°52'58" W, a distance of 75.36 feet; thence S 04°27'18" E, a distance of 71.22 feet; thence S 46°28'10" E, a distance of 49.08 feet; thence S 32°37'20" E, a distance of 66.03 feet; thence S 26°04'01" W, a distance of 53.75 feet; thence S 37°58'50" W, a distance of 57.84 feet; thence S 62°34'51" W, a distance of 29.37 feet; thence N 48°20'37" W, a distance of 55.02 feet; thence S 51°56'53" W, a distance of 79.17 feet; thence S 20°35'12" E, a distance of 20.03 feet; thence S 09°17'49" W, a distance of 70.58 feet; thence S 20°46'35" E, a distance of 32.56 feet; thence S 07°14'02" E, a distance of 103.53 feet; thence S 07°44'37" W, a distance of 22.34 feet; thence S 59°24'58" W, a distance of 62.46 feet; thence S 14°54'14" W, a distance of 54.69 feet; thence S 21°40'07" E, a distance of 22.14 feet; thence S 55°24'30" E, a distance of 68.83 feet; thence S 69°59'57" E, a distance of 62.64 feet; thence S 17°28'37" E, a distance of 16.02 feet; thence S 82°18'02" W, a distance of 20.50 feet; thence S 17°43'51" E, a distance of 22.96 feet to a point on the Northerly Right of Way line of Florida Power & Light Company (100 foot Easement for Right of Way) as recorded in Official Record Book 123, Page 284 of the Public Records of Nassau County, Florida; thence on said Northerly Right of Way line for the next 2 courses, S 72°16'09" W, a distance of 96.12 feet; thence S 89°02'41" W, a distance of 853.11 feet to a point on the Easterly line of those lands described in Official Record Book 956, Page 1636 of said Public Records; thence departing said Northerly Right of Way line and on said Easterly line, N 16°36'59" W, a distance of 487.28 feet; thence departing said Easterly line, N 86°16'16" E, a distance of 91.43 feet; thence N 74°52'14" E, a distance of 138.89 feet; thence S 87°37'00" E, a distance of 75.78 feet; thence S 69°16'33" E, a distance of 86.85 feet; thence S 57°48'26" E, a distance of 63.54 feet; thence N 75°58'23" E, a distance of 32.37 feet; thence N 34°49'55" E, a distance of 122.89 feet; thence N 86°56'01" E, a distance of 39.10 feet; thence S 69°46'12" E, a distance of 33.41 feet; thence N 70°57'47" E, a distance of 115.97 feet; thence N 14°11'09" E, a distance of 146.72 feet; thence N 16°15'48" E, a distance of 130.05 feet; thence N 04°01'00" E, a distance of 49.81 feet; thence N 20°09'03" E, a distance of 47.56 feet; thence N 31°50'57" E, a distance of 48.05 feet; thence N 11°08'24" E, a distance of 156.74 feet; thence N 57°58'41" E, a distance of 98.10 feet; thence N 49°58'36" E, a distance of 61.31 feet; thence N 40°51'52" E, a distance of 97.94 feet; thence N 22°51'02" E, a distance of 62.00 feet; thence N 01°11'39" W, a distance of 150.20 feet; thence N 56°12'50" E, a distance of 16.17 feet; thence S 17°47'08" E, a distance of 91.18 feet; thence S 35°50'13" E, a distance of 22.23 feet; thence S 29°08'26" E, a distance of 376.39 feet; thence S 29°56'40" E, a distance of 142.03 feet to the Point of Beginning.

LSS-330
2017ANE00595

CONSERVATION EASEMENT A (5.42 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a 81 foot Roadway Parcel "A" (81 foot Right of Way) as recorded in Official Record Book 1981, Page 163 of the Public records of Nassau County, Florida, said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said 81 foot Roadway and on the Easterly Right of Way line of a 81 foot Roadway Parcel "B" (81 foot Right of Way) of those lands described in Official Record Book 1981, Page 163 of the Public Records of Nassau County, Florida and on the arc of said curve, for the next 7 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 14°52'36"; thence on the arc of said curve, a distance of 378.95 feet said arc being subtended by a chord which bears S 49°34'35" E, a distance of 377.89 feet; thence S 57°00'53" E, a distance of 169.65 feet to the Point of Beginning; thence continue on said Easterly Right of Way line of a 81 foot Roadway Parcel "B", S 57°00'53" E, a distance of 462.58 feet; thence departing said Easterly Right of Way line of a 81 foot Roadway Parcel "B", S 88°09'19" E, a distance of 51.91 feet; thence N 54°08'46" E, a distance of 44.59 feet; thence N 13°24'35" E, a distance of 34.26 feet; thence N 63°21'15" E, a distance of 44.92 feet; thence N 39°54'02" E, a distance of 64.70 feet; thence N 81°27'53" E, a distance of 91.05 feet; thence N 65°45'01" E, a distance of 56.27 feet; thence S 88°16'23" E, a distance of 37.88 feet; thence N 39°13'01" E, a distance of 112.75 feet; thence N 55°08'36" E, a distance of 48.92 feet; thence N 34°48'42" E, a distance of 65.79 feet; thence N 18°48'32" E, a distance of 124.04 feet; thence N 52°02'57" E, a distance of 14.08 feet to a point on the Westerly line of a Proposed 15 foot Trail Easement; thence on said Westerly line, N 33°15'25" W, a distance of 79.85 feet to a point on the Southerly line of Conservation Easement 4A; thence departing said Westerly line and on said Southerly line for the next 13 courses, S 82°57'37" W, a distance of 20.29 feet; thence S 81°38'06" W, a distance of

112.70 feet; thence S 59°50'30" W, a distance of 59.74 feet; thence S 45°56'46" W, a distance of 91.67 feet; thence N 78°51'59" W, a distance of 126.84 feet; thence S 66°37'31" W, a distance of 46.27 feet; thence S 51°42'45" W, a distance of 85.19 feet; thence S 31°52'35" W, a distance of 53.35 feet; thence S 77°17'04" W, a distance of 78.71 feet; thence N 80°09'20" W, a distance of 71.37 feet; thence N 78°04'45" W, a distance of 183.83 feet; thence S 42°53'46" W, a distance of 40.40 feet; thence S 26°15'50" W, a distance of 80.34 feet to the Point of Beginning.

LSS-331
2016ANE02122

CONSERVATION EASEMENT 4A (2.92 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said Proposed 81 foot Roadway and on the arc of said curve, for the next 8 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 13°58'04"; thence on the arc of said curve, a distance of 355.80 feet said arc being subtended by a chord which bears S 49°07'20" E, a distance of 354.92 feet to a point on the Northerly line of Nassau A1A Tract - North of those lands described in Official Record Book 1271, Page 897 of the Public Records of Nassau County, Florida said point also being on a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 0°54'31"; thence continue on the arc of said curve, a distance of 23.15 feet said arc being subtended by a chord which bears S 56°33'38" E, a distance of 23.15 feet to the curves end; thence S 57°00'53" E, a distance of 107.45 feet to the Point of Beginning; thence N 37°13'26" E, a distance of 138.19 feet; thence N 53°12'22" E, a distance of 84.10 feet; thence N 72°29'05" E, a distance of 118.45 feet; thence

N 81°59'57" E, a distance of 128.08 feet; thence N 73°07'53"E, a distance of 290.78 feet; thence N 69°25'51"E, a distance of 210.67 feet to a point on the Westerly line of a Proposed Trail Easement; thence on said Westerly line, S 33°15'25" E, a distance of 158.77 feet; thence departing said Westerly line, S 82°57'37" W, a distance of 20.29 feet; thence S 81°38'06" W, a distance of 112.70 feet; thence S 59°50'30" W, a distance of 59.74 feet; thence S 45°56'46" W, a distance of 91.67 feet; thence N 78°51'59" W, a distance of 126.84 feet; thence S 66°37'31" W, a distance of 46.27 feet; thence S 51°42'45" W, a distance of 85.19 feet; thence S 31°52'35" W, a distance of 53.35 feet; thence S 77°17'04" W, a distance of 78.71 feet; thence N 80°09'20" W, a distance of 71.37 feet; thence N 78°04'45" W, a distance of 183.83 feet; thence S 42°53'46" W, a distance of 40.40 feet; thence S 26°15'50" W, a distance of 80.34 feet; thence N 57°00'53" W, a distance of 62.20 feet to the Point of Beginning.

LSS-339
2016ANE02122

CONSERVATION EASEMENT 4B (1.94 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said Proposed 81 foot Roadway and on the arc of said curve, for the next 8 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 13°58'04"; thence on the arc of said curve, a distance of 355.80 feet said arc being subtended by a chord which bears S 49°07'20" E, a distance of 354.92 feet to a point on the Northerly line of Nassau A1A Tract – North of those lands described in Official Record Book 1271, Page 897 of the Public Records of Nassau County, Florida said point also being on a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 0°54'31"; thence continue on the arc of said curve, a distance of 23.15

feet said arc being subtended by a chord which bears S 56°33'38" E, a distance of 23.15 feet to the curves end; thence S 57°00'53" E, a distance of 107.45 feet; thence N 37°13'26" E, a distance of 138.19 feet; thence N 53°12'22" E, a distance of 84.10 feet; thence N 72°29'05" E, a distance of 118.45 feet; thence N 81°59'57" E, a distance of 128.08 feet; thence N 73°07'53" E, a distance of 290.78 feet; thence N 69°25'51" E, a distance of 210.67 feet to a point on the Westerly line of a Proposed Trail Easement; thence N 66°48'49" E, a distance of 15.23 feet to a point on the Easterly line of said Proposed Trail Easement and the Point of Beginning; thence N 59°24'57" E, a distance of 176.01 feet; thence N 37°15'56" E, a distance of 36.24 feet; thence N 82°53'04" E, a distance of 54.36 feet; thence N 47°47'37" E, a distance of 152.43 feet; thence S 89°26'35" E, a distance of 140.78 feet; thence N 72°11'48" E, a distance of 307.61 feet; thence N 76°54'29" E, a distance of 109.43 feet; thence N 84°43'04" E, a distance of 129.04 feet; thence N 87°17'54" E, a distance of 68.73 feet; thence S 12°31'43" W, a distance of 37.53 feet; thence S 79°12'26" W, a distance of 90.20 feet; thence S 80°51'47" W, a distance of 69.77 feet; thence S 22°43'55" W, a distance of 15.99 feet; thence S 79°13'46" W, a distance of 40.70 feet; thence N 67°57'20" W, a distance of 50.51 feet; thence S 81°18'31" W, a distance of 90.36 feet; thence S 66°21'30" W, a distance of 88.30 feet; thence S 51°30'00" W, a distance of 61.79 feet; thence S 63°53'40" W, a distance of 116.09 feet; thence N 69°46'31" W, a distance of 52.73 feet; thence S 73°48'38" W, a distance of 84.06 feet; thence S 58°23'34" W, a distance of 79.50 feet; thence S 28°48'39" W, a distance of 59.44 feet; thence S 43°00'48" W, a distance of 97.25 feet; thence S 04°33'08" W, a distance of 62.22 feet; thence S 49°09'49" W, a distance of 41.27 feet; thence S 60°41'56" W, a distance of 56.52 feet; thence S 82°57'37" W, a distance of 28.49 feet to a point on the aforesaid Easterly line of a Proposed Trail Easement; thence on said Easterly line, N 33°15'25" W, a distance of 163.49 feet to the Point of Beginning.

LESS AND EXCEPT (0.01 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said Proposed 81 foot Roadway and on the arc of said curve, for the next 8 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having

a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 13°58'04"; thence on the arc of said curve, a distance of 355.80 feet said arc being subtended by a chord which bears S 49°07'20" E, a distance of 354.92 feet to a point on the Northerly line of Nassau A1A Tract – North of those lands described in Official Record Book 1271, Page 897 of the Public Records of Nassau County, Florida said point also being on a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 0°54'31"; thence continue on the arc of said curve, a distance of 23.15 feet said arc being subtended by a chord which bears S 56°33'38" E, a distance of 23.15 feet to the curves end; thence S 57°00'53" E, a distance of 107.45 feet; thence N 37°13'26" E, a distance of 138.19 feet; thence N 53°12'22" E, a distance of 84.10 feet; thence N 72°29'05" E, a distance of 118.45 feet; thence N 81°59'57" E, a distance of 128.08 feet; thence N 73°07'53" E, a distance of 290.78 feet; thence N 69°25'51" E, a distance of 210.67 feet to a point on the Westerly line of a Proposed Trail Easement; thence N 66°48'49" E, a distance of 15.23 feet to a point on the Easterly line of said Proposed Trail Easement; thence N 59°24'57" E, a distance of 176.01 feet; thence N 37°15'56" E, a distance of 36.24 feet; thence N 82°53'04" E, a distance of 54.36 feet; thence N 47°47'37" E, a distance of 152.43 feet; thence S 89°26'35" E, a distance of 140.78 feet; thence N 72°11'48" E, a distance of 307.61 feet; thence N 76°54'29" E, a distance of 109.43 feet; thence N 84°43'04" E, a distance of 129.04 feet; thence N 87°17'54" E, a distance of 55.35 feet to the Point of Beginning; thence continue N 87°17'54" E, a distance of 13.38 feet; thence S 12°31'43" W, a distance of 37.53 feet; thence S 79°12'26" W, a distance of 21.71 feet; thence N 21°53'00" E, a distance of 43.18 feet to the Point of Beginning.

LSS-340
2018ANE00227

CONSERVATION EASEMENT A6 (0.26 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 2703.04 feet; thence departing said North line, S 00°46'33" E, a distance of 387.32 feet to the Point of Beginning; thence N 59°09'00" E, a distance of 91.52 feet; thence S 89°26'35" E, a distance of 114.72 feet; thence S 47°47'37" W, a distance of 152.43 feet; thence S 82°53'04" W, a distance of 43.68 feet; thence N 30°51'00" W, a distance of 72.22 feet to the Point of Beginning.

LSS-341
2016ANE02121

CONSERVATION EASEMENT 2 (15.50 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East and being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 39°10'59"; thence departing said South line and on said Southeasterly Right of Way line and on the arc of said curve, for the next 3 courses, a distance of 997.09 feet said arc being subtended by a chord which bears N 60°43'31" E, a distance of 977.77 feet to the curves end; thence N 80°19'01" E, a distance of 158.56 feet to the beginning of a curve, concave Northwest, having a radius of 1542.00 feet and a central angle of 6°28'49"; thence on the arc of said curve, a distance of 174.41 feet said arc being subtended by a chord which bears N 77°04'36" E, a distance of 174.31 feet to the Point of Beginning; thence continue on said Southeasterly Right of Way line and on the arc of said curve, a distance of 89.76 and a central angle of 3°20'07", said arc being subtended by a chord which bears N 72°10'08" E, a distance of 89.75 feet; thence departing said Southeasterly Right of Way line, S 58°25'42" E, a distance of 77.99 feet; thence S 53°44'22" E, a distance of 112.07 feet; thence S 67°56'27" E, a distance of 125.86 feet; thence N 74°02'38" E, a distance of 107.86 feet, thence N 41°25'50" E, a distance of 98.53 feet; thence N 06°55'49" E, a distance of 88.22 feet; thence N 23°22'25" W, a distance of 67.03 feet; thence N 12°17'33" W, a distance of 67.70 feet; thence N 38°23'20" W, a distance of 45.73 feet to a point on the aforesaid Southeasterly Right of Way line and on a curve, concave Northwest, having a radius of 1542.00 feet and a central angle of 1°16'22"; thence on the arc of said curve, for the next 3 courses a distance of 34.25 feet said arc being subtended by a chord which bears N 53°44'00" E, a distance of 34.25 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 22°37'27"; thence on the arc of said curve, a distance of 575.71 feet said arc being subtended by a chord which bears N 64°24'32" E, a distance of 571.98 feet to the curves end; thence departing said Southeasterly Right of Way line, S 21°35'51" E, a distance of 325.07 feet, thence S 25°07'16" E, a distance of 153.70 feet; thence S 62°53'03" W, a distance of 413.21 feet; thence S 65°10'07" W, a distance of 258.63 feet; thence S 51°53'01" W, a distance of 398.81 feet; thence S 53°28'10" W, a distance of 140.60 feet; thence S 46°54'32" W, a distance of 147.26 feet; thence N 84°07'30" W, a distance of 77.24 feet; thence N 56°42'39" W, a distance of 136.64 feet, thence N 43°35'05" W, a distance of 109.02

feet; thence N 29°09'38" W, a distance of 114.70 feet; thence N 01°35'14" W, a distance of 139.65 feet; thence N 28°10'35" E, a distance of 139.33 feet, thence N 75°52'46" E, a distance of 76.35 feet; thence N 41°36'24" E, a distance of 146.29 feet to the Point of Beginning.

LESS AND EXCEPT Pond Tract 13, designated as Pond 13 Drainage Easement on Plat of Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida, which was conveyed to the East Nassau Stewardship District by Special Warranty Deed from Wildlight LLC, dated July 6, 2022, and recorded in OR Book 2576, Page 328.

LSS-349
2017ANE00600

CONSERVATION EASEMENT "G" (4.95 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 90 foot Roadway (90 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line of said Proposed 90 foot Roadway and on the arc of said curve, for the next 2 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 366.85 feet to a point on the Easterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said Southeasterly Right of Way line and on said Easterly Right of Way line for the next 5 courses, S 46°38'41" E, a distance of 396.54 feet to the beginning of a curve, concave Northeast, having a radius of 3779.50 feet and a central angle of 9°00'40"; thence on the arc of said curve, a distance of 594.42 feet said arc being subtended by a chord which bears S 51°09'01" E, a distance of 593.81 feet to the curves end; thence S 34°20'39" W, a distance of 1.46 feet to a point on a curve, concave Northeast, having a radius of 3781.00 feet and a central angle of 1°21'32"; thence on the arc of said curve, a distance of 89.68 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 89.68 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet; thence departing said Easterly Right of Way line, S 32°59'07" W, a distance 81.00 feet to a point on the Westerly Right of Way line of the aforesaid Proposed 81 foot Roadway and the Point of Beginning; thence departing said Westerly Right of Way line, S 32°59'07" W, a distance of 59.72 feet; thence S 12°57'19" W, a

distance of 69.42 feet; thence S 84°11'10" W, a distance of 97.15 feet; thence S 34°11'08" W, a distance of 108.34 feet; thence N 72°56'28" W, a distance of 29.97 feet; thence S 34°11'08" W, a distance of 40.07 feet; thence S 38°41'19" E, a distance of 29.97 feet; thence S 34°11'08" W, a distance of 171.22 feet; thence S 72°31'46" W, a distance of 12.29 feet; thence N 30°12'06" W, a distance of 113.5 feet; thence N 28°39'13" W, a distance of 166.00 feet; thence N 30°52'05" W, a distance of 126.82 feet; thence N 26°37'27" W, a distance of 106.03 feet; thence N 21°14'18" W, a distance of 125.46 feet; thence N 56°12'50" E, a distance of 22.09 feet; thence N 72°01'51" E, a distance of 91.10 feet; thence N 44°50'02" E, a distance of 132.43 feet to a point on the aforesaid Westerly Right of Way line of a Proposed 81 foot Roadway said point being on a curve, concave Northeast, having a radius of 3862.00 feet and a central angle of 1°21'32"; thence on said Westerly Right of Way line and on the arc of said curve for the next 2 courses, a distance of 91.60 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 91.60 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet to the Point of Beginning.

LESS & EXCEPT LSS3160 - LSP-1237 Trail Easement B (0.90 Ac.)

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 Southwesterly corner of Wildlight Avenue (78 foot Right of Way) as shown on Plat of Market Street Office Site as recorded in Plat Book 8, Pages 156, 157, 158, 159 and 160 of the Public Records of Nassau County, Florida; thence on the Westerly Right of Way line of Wildlight Avenue (81 foot Right of Way) for the next 5 courses, S 32°59'07" W, a distance of 3.00 feet; thence N 57°00'53" W, a distance of 436.40 feet to the beginning of a curve, concave Northeast, having a radius of 3862.00 feet and a central angle of 0°59'17"; thence on the arc of said curve, a distance of 66.60 feet said arc being subtended by a chord which bears N 56°31'15" W, a distance of 66.60 feet to the Point of Beginning; thence departing said Westerly Right of Way line, S 34°0'39" W, a distance of 2.38 feet; thence S 44°50'02" W, a distance of 140.77 feet; thence S 72°01'51" W, a distance of 93.67 feet; thence S 56°12'50" W, a distance of 24.19 feet to a point on the Westerly line of Conservation Easement "G" as recorded in Official Record Book 2158, Page 1983 of the Public Records of Nassau County, Florida; thence on said Westerly line for the next 5 courses, S 21°14'18" E, a distance of 99.84 feet; thence S 26°37'27" E, a distance of 106.03 feet; thence S 30°52'05" E, a distance of 126.82 feet; thence S 28°39'13" E, a distance of 166.00 feet; thence S 30°12'06" E, a distance of 113.50 feet to a point on the Westerly line of Tract "A" of East Nassau - Wildlight Phase 1a as recorded in Plat Book 8, Pages 203-213 of the Public Records of Nassau County, Florida; thence departing said Westerly line and on said Westerly line, S 72°31'46" W, a distance of 22.07 feet to the Southeast corner of Conservation Easement "H" as recorded in said Official Record Book 2158, Page 1983; thence departing said Westerly line and on the Easterly of said Conservation Easement "H" for the next 4 courses, N 29°56'40" W, a distance of 142.03 feet; thence N 29°08'26" W, a distance of 376.39 feet; thence N 35°50'13" W, a distance of 22.23 feet; thence

N 17°47'08" W, a distance of 91.18 feet to the Northeast corner of said Conservation Easement "H"; thence departing said Easterly line and on the Westerly prolongation of the North line of aforesaid Conservation Easement "G" and on the said North line of Conservation Easement "G" for the next 3 courses, N 56°12'50" E, a distance of 47.81 feet; thence N 72°01'51" E, a distance of 91.10 feet; thence N 44°50'02" E, a distance of 132.43 feet to the beginning of a curve, concave Northeast, having a radius of 3062.00 feet and a central angle of 0°22'15"; thence on the arc of said curve, a distance of 25.00 feet said arc being subtended by a chord which bears S 55°50'29" E, a distance of 25.00 feet to the Point of Beginning.

LSS-358
2017ANE00600

CONSERVATION EASEMENT "D" (1.16 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 90 foot Roadway (90 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line of said Proposed 90 foot Roadway and on the arc of said curve, for the next 2 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 366.85 feet to a point on the Easterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said Southeasterly Right of Way line for the next 5 courses, S 46°38'41" E, a distance of 396.54 feet to the beginning of a curve, concave Northeast, having a radius of 3779.50 feet and a central angle of 9°00'40"; thence on the arc of said curve, a distance of 594.42 feet said arc being subtended by a chord which bears S 51°09'01" E, a distance of 593.81 feet to the curves end; thence S 34°20'39" W, a distance of 1.46 feet to a point on a curve, concave Northeast, having a radius of 3781.00 feet and a central angle of 1°21'32"; thence on the arc of said curve, a distance of 89.68 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 89.68 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet to the Point of Beginning; thence N 32°59'07" E, a distance of 1.50 feet; thence S 88°09'19" E, a distance of 51.91 feet; thence N 54°08'46" E, a distance of 44.59 feet; thence N 13°24'35" E, a distance of 34.26 feet; thence N 63°21'15" E, a distance of 44.92 feet; thence N 39°54'02" E, a distance of 64.70 feet; thence N 81°27'53" E, a distance of 91.05 feet; thence N 65°45'01" E, a distance of 56.27 feet; thence S 88°16'23" E, a distance of 37.88 feet; thence N 39°13'01" E, a distance of 112.75 feet; thence N 55°08'36" E, a distance

of 48.92 feet; thence N 34°48'42" E, a distance of 65.79 feet; thence N 18°48'31" E, a distance of 124.04 feet; thence N 52°03'00" E, a distance of 81.57 feet; thence S 54°29'53" E, a distance of 48.03 feet; thence S 08°56'30" E, a distance of 66.05 feet; thence S 71°50'03" E, a distance of 104.75 feet; thence N 44°42'29" E, a distance of 62.04 feet; thence N 16°02'54" E, a distance of 57.69 feet; thence N 38°32'35" E, a distance of 55.91 feet; thence N 67°07'37" E, a distance of 68.68 feet; thence N 89°03'59" E, a distance of 60.72 feet; thence S 48°59'51" E, a distance of 42.95 feet; thence S 84°38'45" E, a distance of 52.77 feet; thence N 79°28'10" E, a distance of 102.14 feet; thence N 61°09'33" E, a distance of 57.10 feet; thence N 42°27'48" E, a distance of 63.46 feet; thence N 67°04'03" E, a distance of 175.82 feet; thence S 16°20'10" W, a distance of 77.84 feet to the beginning of a curve, concave Northeast, having a radius of 332.50 feet and a central angle of 8°13'35"; thence on the arc of said curve, a distance of 47.74 feet said arc being subtended by a chord which bears S 24°42'10" W, a distance of 47.70 feet to the curves end; thence N 72°30'30" W, a distance of 128.87 feet; thence S 37°32'12" W, a distance of 69.04 feet; thence S 17°33'13" W, a distance of 47.59 feet; thence N 82°32'07" W, a distance of 88.50 feet; thence N 86°30'34" W, a distance of 88.50 feet; thence S 89°30'59" W, a distance of 88.50 feet; thence S 85°32'32" W, a distance of 88.50 feet; thence S 05°53'13" E, a distance of 120.00 feet; thence S 81°27'05" W, a distance of 83.40 feet; thence S 77°20'10" W, a distance of 83.40 feet; thence N 13°33'19" W, a distance of 29.41 feet; thence N 36°45'14" W, a distance of 13.39 feet; thence N 83°09'03" W, a distance of 13.39 feet; thence S 73°39'02" W, a distance of 102.6 feet; thence S 53°00'27" W, a distance of 12.14 feet; thence S 11°02'36" W, a distance of 12.14 feet; thence S 01°29'21" W, a distance of 28.40 feet; thence S 70°51'23" W, a distance of 50.19 feet; thence S 54°41'07" W, a distance of 92.24 feet; thence S 39°13'01" W, a distance of 113.54 feet; thence N 88°16'23" W, a distance of 38.66 feet; thence S 65°45'01" W, a distance of 62.40 feet; thence S 06°30'39" W, a distance of 18.07 feet; thence S 70°01'59" W, a distance of 22.72 feet; thence S 57°09'51" W, a distance of 150.42 feet; thence S 45°04'29" W, a distance of 31.00 feet; thence S 34°51'56" W, a distance of 46.38 feet; thence N 57°00'53" W, a distance of 15.00 feet; thence N 34°51'56" E, a distance of 5.00 feet; thence N 57°00'53" W, a distance of 30.00 feet; thence S 34°51'56" W, a distance of 15.01 feet to a point on the Easterly Right of Way line of a Proposed 78 foot Roadway (78 foot Right of Way); thence on said Easterly Right of Way line, N 57°00'53" W, a distance of 25.97 feet to the Point of Beginning.

LSS-717
2017ANE00595

CONSERVATION EASEMENT "B" (6.50 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a 81 foot Roadway Parcel "A" (81 foot Right of Way) as recorded in Official Record Book 1981, Page 163 of the Public records of Nassau County, Florida, said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said 81 foot Roadway and on the Easterly Right of Way line of a 81 foot Roadway Parcel "B" (81 foot Right of Way) of those lands described in Official Record Book 1981, Page 163 of the Public Records of Nassau County, Florida and on the arc of said curve, for the next 7 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 14°52'36"; thence on the arc of said curve, a distance of 378.95 feet said arc being subtended by a chord which bears S 49°34'35" E, a distance of 377.89 feet; thence S 57°00'53" E, a distance of 632.22 feet; thence departing said Easterly Right of Way line of a 81 foot Roadway Parcel "B", S 88°09'19" E, a distance of 51.91 feet; thence N 54°08'46" E, a distance of 44.59 feet; thence N 13°24'35" E, a distance of 34.26 feet; thence N 63°21'15" E, a distance of 44.92 feet; thence N 39°54'02" E, a distance of 64.70 feet; thence N 81°27'53" E, a distance of 91.05 feet; thence N 65°45'01" E, a distance of 56.27 feet; thence S 88°16'23" E, a distance of 37.88 feet; thence N 39°13'01" E, a distance of 112.75 feet; thence N 55°08'36" E, a distance of 48.92 feet; thence N 34°48'42" E, a distance of 65.79 feet; thence N 18°48'32" E, a distance of 124.04 feet; thence N 52°02'57" E, a distance of 14.08 feet to a point on the Westerly line of a Proposed 15 foot Trail Easement; thence N 52°02'59" E, a distance of 15.05 feet to a point on the Easterly line of said Proposed 15 foot Trail Easement and the Point of Beginning; thence N 52°03'00" E, a distance of 52.44 feet; thence S 54°29'53" E, a distance of 48.03 feet; thence S 08°56'30" E, a distance of 66.05 feet; thence S 71°50'03" E, a distance of 104.75 feet; thence N 44°42'29" E, a distance of 62.04 feet; thence N 16°02'54" E, a distance of 57.69 feet; thence N 38°32'35" E, a distance of 55.91 feet; thence N 67°07'37" E, a distance of 68.68 feet; thence N 89°03'59" E, a distance of 60.72 feet; thence S 48°59'51" E, a distance of 42.95 feet; thence S 84°38'45" E, a distance of 52.77 feet; thence N 79°28'10" E, a distance of 102.14 feet; thence N 61°09'33" E, a distance of 57.10 feet; thence N 42°27'48" E, a distance of 63.46 feet; thence N 67°04'03" E, a distance of 175.82 feet; thence N 16°20'10" E, a distance of 327.15 feet to a point on the Southerly line of Conservation Easement 4B; thence on said Southerly line for the next 18 courses, S 79°12'26" W, a distance of 90.20 feet; thence S 80°51'47" W, a distance of 69.77 feet; thence S 22°43'55" W, a distance of 15.99 feet; thence S 79°13'46" W, a distance of

40.70 feet; thence N 67°57'20" W, a distance of 50.51 feet; thence S 81°18'31" W, a distance of 90.36 feet; thence S 66°21'30" W, a distance of 88.30 feet; thence S 51°30'00" W, a distance of 61.79 feet; thence S 63°53'40" W, a distance of 116.09 feet; thence N 69°48'31" W, a distance of 52.73 feet; thence S 73°48'38" W, a distance of 84.06 feet; thence S 58°23'34" W, a distance of 79.50 feet; thence S 28°48'39" W, a distance of 59.44 feet; thence S 43°00'48" W, a distance of 97.25 feet; thence S 04°33'08" W, a distance of 62.22 feet; thence S 49°09'49" W, a distance of 41.27 feet; thence S 60°41'56" W, a distance of 56.52 feet; thence S 82°57'37" W, a distance of 28.49 feet to a point on the aforesaid Easterly line of a Proposed 15 foot Trail Easement; thence on said Easterly line, S 33°15'25" E, a distance of 71.23 feet to the Point of Beginning.

LESS AND EXCEPT LSS721 - LSP1574 - Recreation and/or Community Amenity Tract 8, containing 0.45 acre as shown and delineated on Plat of East Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida.

LSS-719
2018ANE00227

CONSERVATION EASEMENT A7 (0.10 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 3432.97 feet; thence departing said North line, S 00°46'33" E, a distance of 235.23 feet to the Point of Beginning; thence N 72°12'00" E, a distance of 220.83 feet; thence S 21°53'00" W, a distance of 55.70 feet; thence S 87°17'54" W, a distance of 55.35 feet; thence S 84°43'04" W, a distance of 129.04 feet; thence S 76°54'29" W, a distance of 5.87 feet to the Point of Beginning.

LSS-835
2020ANE00809

Conservation Easement 4C (16.13 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, S 89°13'27" W, a distance of 6443.42 feet; thence departing said South line, N 00°46'33" W, a distance of 737.30 feet to the Point of Beginning; thence S 69°12'54" W, a distance of 73.21 feet; thence S 48°12'38" W, a distance of 99.20 feet; thence S 58°17'36" W, a distance of 86.21 feet; thence S 09°47'00" E, a distance of 69.52 feet; thence S 28°24'45" W, a distance of 123.08 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 97°05'34"; thence on the arc of said curve, a distance of 42.36 feet said arc being subtended by a chord which bears S 76°57'32" W, a distance of 37.47 feet to the curves end; thence N 54°29'41" W,

a distance of 51.24 feet; thence S 35°00'40" W, a distance of 47.45 feet; thence S 07°43'04" W, a distance of 80.31 feet; thence S 17°53'16" W, a distance of 79.44 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 85°42'01"; thence on the arc of said curve, a distance of 37.39 feet said arc being subtended by a chord which bears S 60°44'17" W, a distance of 34.00 feet to the curves end; thence N 76°24'43" W, a distance of 58.29 feet; thence S 39°47'58" W, a distance of 57.61 feet; thence S 24°25'19" W, a distance of 129.63 feet; thence N 33°43'05" W, a distance of 227.92 feet; thence N 31°56'51" W, a distance of 264.95 feet; thence N 28°44'36" W, a distance of 71.60 feet; thence N 31°39'28" W, a distance of 355.18 feet; thence S 64°40'36" E, a distance of 288.74 feet; thence N 47°29'22" E, a distance of 2.45 feet; thence N 47°29'22" E, a distance of 86.57 feet; thence N 40°54'52" E, a distance of 68.18 feet; thence N 62°06'27" E, a distance of 187.99 feet to the beginning of curve, concave Northerly, having a radius of 1563.00 feet and central angle of 4°29'56"; thence on the arc of said curve, a distance of 122.73 feet said arc being subtended by a chord which bears S 87°34'20" E, a distance of 122.69 feet to the curves end; thence S 89°49'18" E, a distance of 323.36 feet to the beginning of a curve, concave Northerly, having a radius of 2063.00 feet and central angle of 9°49'29"; thence on the arc of said curve, a distance of 353.75 feet said arc being subtended by a chord which bears N 85°15'58" E, a distance of 353.32 feet to the curves end; thence N 80°21'13" E, a distance of 386.03 feet; thence N 81°27'27" E, a distance of 68.66 feet; thence S 07°52'24" E, a distance of 77.17 feet; thence S 27°26'13" W, a distance of 112.58 feet; thence S 38°42'44" W, a distance of 111.72 feet; thence S 26°45'02" W, a distance of 58.43 feet; thence S 16°58'47" E, a distance of 113.49 feet; thence S 05°35'07" E, a distance of 67.38 feet; thence S 30°03'40" W, a distance of 67.78 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 89°36'35"; thence on the arc of said curve, a distance of 39.10 feet said arc being subtended by a chord which bears S 74°51'58" W, a distance of 35.23 feet to the curves end; thence N 60°19'44" W, a distance of 92.63 feet; thence N 60°56'45" W, a distance of 75.44 feet; thence N 65°35'10" W, a distance of 107.63 feet; thence S 64°07'26" W, a distance of 74.26 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and central angle of 74°08'23"; thence on the arc of said curve, a distance of 32.35 feet said arc being subtended by a chord which bears N 78°48'23" W, a distance of 30.14 feet to the curves end; thence N 41°44'12" W, a distance of 91.92 feet; thence N 38°05'45" W, a distance of 89.68 feet; thence N 64°50'23" W, a distance of 36.14 feet; thence N 87°17'10" W, a distance of 60.73 feet to the Point of Beginning.

LSS855
2018ANE00227

CONSERVATION EASEMENT A1-B (2.57 Ac.)

A parcel of land, 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 Mill

Grant, Section 50, Township 3 North, Range 27 East, all in Nassau County, Florida, containing 2.57 acres, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, N 89°13'27" E, a distance of 251.41 feet to a point on the Southeasterly line of Conservation Easement A1 as recorded in Official Record Book 2215, Page 1508 of the public records of Nassau County, Florida the Point of Beginning; thence departing said South line and on said Southeasterly line for the next 3 courses, N 48°29'04" W, a distance of 67.95 feet; thence N 31°49'53" W, a distance of 86.02 feet; thence N 38°02'38" W, a distance of 42.06 feet; thence departing said Southeasterly line, N 61°07'39" E, a distance of 204.04 feet to the beginning of a curve, concave Southwest, having a radius of 25.00 feet and a central angle of 83°13'06"; thence on the arc of said curve, a distance of 36.31 feet said arc being subtended by a chord which bears S 77°15'48" E, a distance of 33.20 feet to the curves end; thence S 35°39'15" E, a distance of 227.25 feet to the beginning of a curve, concave Northeast, having a radius of 1565.00 feet and a central angle of 9°09'00"; thence on the arc of said curve, a distance of 249.93 feet said arc being subtended by a chord which bears S 40°13'45" E, a distance of 249.86 feet to the curves end; thence S 50°59'38" W, a distance of 5.86 feet; thence S 46°38'41" E, a distance of 261.35 feet; thence S 64°40'38" W, a distance of 28.56 feet to a point on the aforesaid Southeasterly line; thence on said Southeasterly line for the next 4 courses, N 66°25'10" W, a distance of 22.16 feet; thence N 60°41'33" W, a distance of 161.45 feet; thence N 63°26'56" W, a distance of 202.68 feet; thence N 56°59'37" W, a distance of 138.00 feet; thence N 48°29'04" W, a distance of 112.35 feet to the Point of Beginning.

LSS856
2018ANE00227

CONSERVATION EASEMENT A1-A (1.76 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill 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, containing 1.76 acres, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the West line of said Section 50, N 01°09'44" W, a distance of 208.54 feet to a point on the Southeasterly line of Conservation Easement A1 as recorded in Official Record Book 2215, Page 1508 of the public records of Nassau County, Florida; thence on said Southeasterly line, N 80°13'15" E, a distance of 59.77 feet to the Point of Beginning; thence continue on said Southeasterly line for the next 3 courses, N 05°19'58" E, a distance of 50.12 feet; thence N 21°51'25" W, a distance of 205.51 feet; thence N 15°50'39" W, a distance of 186.66

feet; thence departing said Southeasterly line, N 55°27'59" E, a distance of 103.04 feet to the beginning of a curve, concave Northeast, having a radius of 1265.00 feet and a central angle of 1°07'15"; thence on the arc of said curve, a distance of 24.74 feet said arc being subtended by a chord which bears S 35°05'38" E, a distance of 24.74 feet to the curves end; thence S 35°39'15" E, a distance of 399.72 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and a central angle of 96°46'27"; thence on the arc of said curve, a distance of 42.23 feet said arc being subtended by a chord which bears S 12°43'58" W, a distance of 37.38 feet to the curves end; thence S 61°07'12" W, a distance of 179.42 feet; thence S 76°36'35" W, a distance of 45.18 feet to the Point of Beginning.

LSS-862
2016ANE02121

CONSERVATION EASEMENT 1 (21.75 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, N 89°13'27" E, a distance of 1064.37 feet to a point on the Northwesterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said South line and on said Northwesterly Right of Way line for the next 2 courses, N 40°57'47" E, a distance of 67.93 feet to a point being on a curve, concave Southeast, having a radius of 1539.00 feet and a central angle of 16°23'55"; thence on the arc of said curve, a distance of 440.48 feet said arc being subtended by a chord which bears N 49°09'44" E, a distance of 438.97 feet to the Southwest corner of Proposed School Site; thence departing said Northwesterly Right of Way line and on the Westerly line of said Proposed School Site for the next 3 courses, N 47°17'21" W, a distance of 343.20 feet; thence N 75°33'39" W, a distance of 186.91 feet; thence N 25°47'37" E, a distance of 113.92 feet to on the Northerly line of said Proposed School Site and the Point of Beginning; thence departing said Westerly line and on said Northerly line and on the Easterly line of said Proposed School Site for the next 35 courses, N 84°05'09" E, a distance of 119.09 feet; thence N 63°45'37" E, a distance of 126.50 feet; thence N 40°10'13" E, a distance of 220.49 feet; thence N 62°54'02" E, a distance of 56.34 feet; thence N 18°47'38" E, a distance of 65.27 feet; thence N 35°42'80" W, a distance of 32.12 feet; thence N 52°44'07" E, a distance of 58.53 feet; thence S 60°24'13" E, a distance of 70.38 feet thence N 69°44'16" E, a distance of 111.69 feet; thence S 87°24'42" E, a distance of 66.18 feet; thence N 62°42'01" E, a distance of 189.42 feet; thence N 42°13'17" W, a distance of 94.35 feet thence N 61°27'48" E, a distance of 222.30 feet; thence N 21°06'17" W, a distance of 51.44 feet thence S 70°56'01" E, a distance of 71.65 feet; thence N 61°00'12" E, a distance of 79.83 feet; thence N 79°00'09" E, a distance of 93.64 feet thence N 26°49'22" W, a distance of 118.58 feet, thence N 58°50'25" E, a

distance of 168.18 feet; thence S 13°42'57" E, a distance of 60.34 feet; thence S 47°22'55" E, a distance of 108.03 feet; thence S 12°55'18" E, a distance of 70.78 feet; thence S 44°29'12" E, a distance of 59.65 feet; thence S 82°49'32" E, a distance of 46.38 feet; thence S 44°38'23" E, a distance of 65.30 feet; thence N 52°23'10" E, a distance of 210.62 feet; thence N 73°34'27" E, a distance of 57.05 feet thence S 52°06'44" E, a distance of 89.60 feet; thence S 04°27'35" E, a distance of 98.76 feet; thence S 35°42'37" E, a distance of 103.57 feet; thence N 79°16'28" E, a distance of 40.50 feet thence S 36°33'24" E, a distance of 44.28 feet; thence S 08°08'48" W, a distance of 135.24 feet; thence S 20°05'25" W, a distance of 60.49 feet; thence S 00°33'07" W, a distance of 49.09 feet to a point on the aforesaid Northwesterly Right of Way line of a Proposed 81 foot Roadway and said point being on a curve, concave Southeast, having a radius 1539.00 feet and a central angle of 10°25'18"; thence on said Northwesterly Right of Way line and on the arc of said curve, a distance of 279.93 feet said arc being subtended by a chord which bears N 65°40'05" E, a distance of 279.55 feet to the curves end; thence departing said Northwesterly Right of Way line, N 10°10'20" W, a distance of 237.64 feet thence N 04°21'04" W, a distance of 322.93 feet; thence N 01°38'05" E, a distance of 354.25 feet; thence S 85°16'05" W, a distance of 879.81 feet; thence S 49°55'41" W, a distance of 1856.89 feet; thence S 51°03'46" E, a distance of 33.98 feet thence S 73°55'16" E, a distance of 79.40 feet; thence N 72°43'28" E, a distance of 63.48 feet to the Point of Beginning.

LSS864
2018ANE00227

CONSERVATION EASEMENT A4 (19.48 Ac.) as shown and delineated on Plat of East Nassau - Wildlight PDP-3 / POD 5, recorded as Instrument No. 202245009432 in Official Records Book 2546, Pages 1608 through 1613, inclusive, in the Official Records of Nassau County, Florida, and more particularly described as follows:

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, N 89°13'27" E, a distance of 904.16 feet; thence departing said South line, N 00°46'33" W, a distance of 747.04 feet to the Point of Beginning; thence N 67°26'36" W, a distance of 79.23 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and a central angle of 26°46'19"; thence on the arc of said curve, a distance of 11.68 feet said arc being subtended by a chord which bears N 54°03'29" W, a distance of 11.58 feet to the curves end; thence N 40°40'19" W, a distance of 15.46 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and a central angle of 27°30'02"; thence on the arc of said curve, a distance of 12.00 feet said arc being subtended by a chord which bears N 26°55'18" W, a distance

of 11.88 feet to the curves end; thence N 13°10'17" W, a distance of 84.92 feet; thence N 39°13'48" E, a distance of 122.41 feet; thence N 83°42'41" E, a distance of 145.25 feet; thence N 51°53'36" E, a distance of 60.99 feet; thence N 05°39'57" W, a distance of 60.28 feet; thence N 41°54'07" W, a distance of 157.67 feet; thence N 11°08'51" W, a distance of 12.80 feet; thence N 27°34'17" W, a distance of 99.78 feet; thence N 07°53'43" W, a distance of 90.96 feet; thence N 51°36'02" W, a distance of 161.3 feet; thence N 05°17'06" E, a distance of 111.56 feet; thence N 44°50'53" E, a distance of 415.6 feet; thence N 82°38'18" E, a distance of 188.58 feet; thence S 36°37'59" E, a distance of 31.60 feet; thence N 81°55'51" E, a distance of 107.98 feet; thence N 85°14'10" E, a distance of 196.25 feet; thence S 89°28'12" E, a distance of 179.40 feet; thence S 87°58'39" E, a distance of 305.18 feet; thence N 03°20'31" E, a distance of 5.05 feet; thence S 89°52'12" E, a distance of 44.31 feet; thence N 86°56'42" E, a distance of 227.53 feet; thence S 07°31'46" W, a distance of 4.49 feet; thence S 49°55'41" W, a distance of 1856.89 feet to the Point of Beginning.

Exhibit B

List of Conservation Lands Subject to Monitoring per Permit

Plat	Plat Tract/Parcel	Type	CE Monitoring Status	GIS Lot #
1C-1	Conservation Easement 4A	Conservation	Complete	WL-CE 4A
1C-1	Conservation Easement A	Conservation	Complete	1C-Conserv A
1C-1	Conservation Easement D	Conservation	Complete	WL-CE D
1C-1	Conservation Easement 4B	Conservation	Complete	WL-CE 4B
1C-1	Conservation Easement A6	Conservation	Started 2019	1C-Conserv A6
1C-1	Conservation Easement 2	Conservation	Complete	WL-CE 2
1C-2	Conservation Easement B	Conservation	Complete	WL-1C2-CE B
1C-2	Conservation Easement A7	Conservation	Started 2019	WL-1C2-CE A7
Pod 4	Conservation Easement 4-C	Conservation	Started 2022	WL-4-CE 4-C
Pod 4	Conservation Easement 4B	Conservation	Started 2022	WL-4-CE 4B
Pod 4	Conservation Easement C	Conservation/Trail	Complete	WL-4-Site 1
Pod 5	Conservation Easement A1	Conservation	Started 2019	WL-1-CE A1
Pod 5	Conservation Easement A1-B	Conservation	Started 2020	WL-1-CE A1-B
Pod 5	Conservation Easement A1-A	Conservation	Started 2020	WL-1-CE A1-A
Pod 5	Conservation Easement A4	Conservation	Started 2019	WL-5-CE A4
Pod 5	Conservation Easement 1	Conservation	Complete	WL-1-CE 1
N/A	Conservation Easement G	Conservation	Complete	WL-CE G
N/A	Conservation Easement H	Conservation	Complete	WL-CE H
	need funding related to continued monitoring			

EXHIBIT C

**Completed SJRWMD's Form 62-330.340(1) for Request to Transfer of Environmental Resource
and/or State 404 Program Permit**

Request to Transfer Environmental Resource and/or State 404 Program Permit

Instructions: To be completed, executed, and submitted by the new owner to the Agency within 30 days after any transfer of ownership or control of the real property where the permitted activity is located.

Use of this form is not required when a valid ERP permit is in the operation and maintenance phase. In such case, the owner must notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. The notification may be by letter or email, or through use of this form, and must be sent to the office that issued the permit. A processing fee is not required for this notice. The permit shall automatically transfer to the new owner or person in control, except in cases of abandonment, revocation, or modification of a permit as provided in Sections 373.426 and 373.429, F.S. (2013). If a permittee fails to provide written notice to the Agency within 30 days of the change in ownership or control, or if the change does not include the entire real property or activity covered by the permit, then the transfer must be requested using this form.

Permit No(s): _____ Application No(s): _____ Acres to be Transferred: _____
 Permitted Project: _____ Proposed Project Name (if different): _____

Phase of Project (if applicable): _____

I hereby notify the Agency that I have acquired ownership or control of the land on which the permitted system is located through the sale or other legal transfer of the land. By signing below, I hereby certify that I have sufficient real property interest or control in the land in accordance with subsection 4.2.3(d) of Applicant's Handbook Volume I; attached is a copy of my title, easement, or other demonstration of ownership or control in the land, including any revised plats, as recorded in the Public Records. I request that the permit(s) be modified to reflect that I agree to be the new permittee. By so doing, I acknowledge that I have examined the permit terms, conditions, and drawings, and agree to accept all rights and obligations as permittee, including agreeing to be liable for compliance with all of the permit terms and conditions and to be liable for any corrective actions required as a result of any violations of the permit after approval of this modification by the Permitting Agency. Also attached are copies of any recorded restrictive covenants, articles of incorporation, and certificate of incorporation that may have been changed as a result of my assuming ownership or control of the lands. As necessary, I agree to furnish the Agency with demonstration that I have the ability to provide for the operation and maintenance of the system for the duration of the permit in accordance with subsection 12.3 of Applicant's Handbook Volume I.

Name of Proposed Permittee: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____
 Telephone: _____ E-mail: _____

 Signature of Proposed Permittee

 Date:

 Name and Title

Enclosures:

- Copy of title, easement, or other demonstration of ownership or control in the land, as recorded in the Public Records
- Copy of current plat(s) (if any), as recorded in the Public Records
- Copy of current recorded restrictive covenants and articles of incorporation (if any)
- Other



PREPARED BY:
JOHN R. CAMPBELL, ESQ.
RAYONIER INC.
1 RAYONIER WAY
WILDLIGHT, FL 32097

STATE OF FLORIDA
COUNTY OF NASSAU

SPECIAL WARRANTY DEED
(Wildlight Conservation Easements)

THIS SPECIAL WARRANTY DEED is made this 28th day of February 2024, from **WILDLIGHT LLC**, a Delaware limited liability company, duly authorized to do business in Florida, whose address is 1 Rayonier Way, Wildlight, Florida 32097 (“Grantor”), to **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, whose address is % Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 41 0W, Boca Raton, Florida 33431 (“Grantee”) (the words “Grantor” and “Grantee” to include any respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that land and improvements thereon located in Nassau County, Florida as more particularly described at **EXHIBIT “A”** attached hereto and by reference made a part hereof (the “Property”).

TAX PARCEL ID NO:
50-3N-27-1005-CEA1-0000;
44-2N-27-0000-0001-0270;
44-2N-27-1003-00CE-0000;
44-2N-27-1003-0CP2-0000;
50-3N-27-1005-CEA4-0000;
50-3N-27-1005-0CE1-0000;
44-2N-27-1004-0CEC-0000;
44-2N-27-1004-0CE4-00C0;
44-2N-27-1004-0CE4-00B0;
44-2N-27-1003-0CP1-0000;
A PORTION OF 44-2N-27-1003-RT03-0000
50-3N-27-1005-RA1A-0000;

50-3N-27-1005-RA1B-0000;
44-2N-27-1004-RCT5-0000;
44-2N-27-1004-RCT4-0000;
44-2N-27-1004-MTE1-0000;

THIS CONVEYANCE IS SUBJECT TO those matters referenced on **EXHIBIT “B”** attached hereto and by reference made a part hereof (“Permitted Exceptions”).

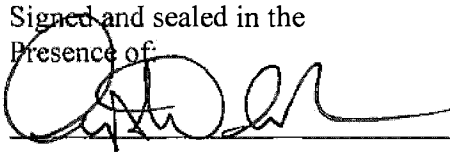
TOGETHER WITH all tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

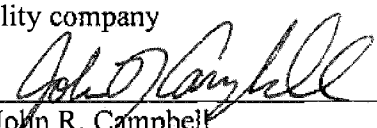
AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other.

[SIGNATURES ON FOLLOWING PAGE]

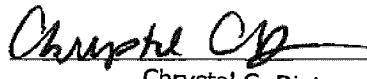
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the day and year first above written.

Signed and sealed in the
Presence of:


Crystal L. Cook (Print)
1 Rayonier Way
Wildlight, FL 32097

WIDLIGHT LLC, a Delaware limited
liability company
By: 

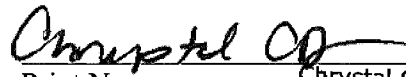
John R. Campbell
Its: Vice President



Chrystal C. Dietz (Print)
1 Rayonier Way
Wildlight, FL 32097

**STATE OF FLORIDA
COUNTY OF NASSAU**

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 28 day of February 2024, by John R. Campbell, as Vice President of Wildlight LLC, a Delaware limited liability company, on behalf of the company, and who are personally known to me ~~or has produced~~ as identification.



Print Name: Chrystal C. Dietz
Notary Public, State of Florida
My Commission Expires: 9-29-27
Commission No.: HH410826

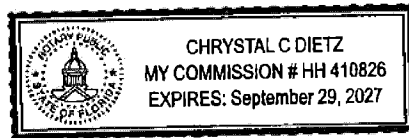


EXHIBIT "A"

Nassau County, Florida

LSS-828

Conservation Easement C (109.56 Ac.)

SITE 1:

A parcel of land, 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 Mill Grant, Section 50, Township 3 North, Range 27 East, all in Nassau County, Florida and being a portion of East Nassau - Wildlight PDP 3 / Pod 4 North as recorded in Official Record Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida, and being more particularly described as follows:

Begin at the Southwest corner of East Nassau - Wildlight PDP 3 / Pod 4 North as recorded in Official Record Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida said point also being on the Northerly Right of Way line of State Road No. 200 (A1A) (184 foot Right of Way); thence on the Westerly line of said East Nassau - Wildlight PDP 3 / Pod 4 North for the next 63 courses, N 14°34'24" W, a distance of 26.17 feet; thence N 37°44'05" W, a distance of 19.94 feet; thence N 19°00'35" W, a distance of 20.68 feet; thence N 27°51'55" E, a distance of 22.98 feet; thence N 05°35'01" E, a distance of 51.12 feet; thence N 50°18'54" W, a distance of 61.48 feet; thence S 83°17'51" W, a distance of 9.53 feet; thence N 69°59'54" W, a distance of 8.68 feet; thence N 45°00'00" W, a distance of 12.94 feet; thence N 15°00'01" W, a distance of 12.94 feet; thence N 08°14'40" E, a distance of 24.44 feet; thence N 65°02'35" W, a distance of 33.83 feet; thence N 81°48'40" W, a distance of 40.47 feet; thence N 49°28'48" W, a distance of 17.14 feet; thence N 03°50'14" W, a distance of 25.32 feet; thence N 03°50'14" W, a distance of 97.07 feet; thence N 81°07'49" W, a distance of 651.34 feet; thence S 72°16'09" W, a distance of 92.45 feet to a point on a curve, concave Northeast, having a radius of 455.55 feet and a central angle of 64°10'20"; thence on the arc of said curve, a distance of 510.22 feet said arc being subtended by a chord which bears N 14°31'57" W, a distance of 483.97 feet to the curves end; thence N 17°33'13" E, a distance of 148.53 feet; thence S 64°55'33" E, a distance of 91.90 feet; thence S 74°15'37" E, a distance of 64.22 feet; thence N 78°51'30" E, a distance of 44.31 feet; thence S 13°46'00" E, a distance of 9.16 feet; thence N 76°14'00" E, a distance of 20.18 feet; thence N 90°00'00" E, a distance of 58.41 feet to a point on a curve, concave Northeast, having a radius of 282.00 feet and a central angle of 14°35'17"; thence on the arc of said curve, a distance of 71.80 feet said arc being subtended by a chord which bears S 63°05'05" E, a distance of 71.61 feet to a point of compound curvature of a curve having a radius of 207.00 feet and a central angle of 114°29'51"; thence on the arc of said curve, a distance of 413.66 feet said arc being subtended by a chord which bears N 52°22'21" E, a distance of 348.19 feet to the curves

end; thence N 04°52'34" W, a distance of 176.80 feet to the beginning of a curve, concave Southwest, having a radius of 232.00 feet and a central angle of 67°34'13"; thence on the arc of said curve, a distance of 273.60 feet said arc being subtended by a chord which bears N 38°39'41" W, a distance of 258.02 feet to the curves end; thence N 72°26'47" W, a distance of 117.42 feet; thence N 17°33'13" E, a distance of 57.96 feet; thence N 00°00'00" E, a distance of 44.09 feet; thence N 72°30'30" W, a distance of 23.52 feet; thence N 01°32'33" W, a distance of 56.38 feet; thence N 68°29'37" W, a distance of 78.54 feet; thence N 24°23'46" E, a distance of 115.28 feet; thence N 20°24'00" E, a distance of 158.48 feet; thence S 72°26'47" E, a distance of 10.00 feet; thence N 17°33'13" E, a distance of 35.00 feet; thence N 72°26'47" W, a distance of 10.00 feet; thence N 12°48'00" E, a distance of 208.82 feet; thence N 79°41'55" E, a distance of 72.83 feet; thence N 27°39'50" E, a distance of 141.02 feet; thence N 87°53'58" E, a distance of 92.75 feet; thence S 78°08'16" E, a distance of 42.28 feet; thence N 48°30'00" E, a distance of 103.12 feet; thence N 32°52'00" E, a distance of 139.06 feet; thence N 21°11'55" E, a distance of 181.26 feet; thence S 71°22'04" E, a distance of 146.28 feet; thence S 87°22'44" E, a distance of 111.52 feet; thence N 79°52'34" E, a distance of 135.74 feet; thence N 46°14'01" E, a distance of 54.25 feet; thence N 24°41'00" E, a distance of 123.84 feet to the beginning of a curve, concave Northwest, having a radius of 1746.50 feet and a central angle of 6°35'32"; thence on the arc of said curve, a distance of 200.94 feet said arc being subtended by a chord which bears N 21°23'14" E, a distance of 200.83 feet to the curves end; thence N 21°04'05" W, a distance of 9.13 feet; thence N 36°45'46" W, a distance of 75.31 feet; thence N 15°34'40" W, a distance of 60.13 feet; thence N 01°34'30" W, a distance of 154.10 feet; thence N 36°37'12" W, a distance of 37.06 feet; thence N 03°59'54" E, a distance of 228.24 feet; thence N 62°32'01" E, a distance of 79.11 feet; thence N 83°27'07" E, a distance of 115.17 feet; thence S 31°50'36" E, a distance of 1194.22 feet to a point on the Northerly line and on the Westerly line and on the Southerly line of Recreation and/or Community Amenity Tract 3 of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North for the next 17 courses, S 72°22'52" W, a distance of 158.70 feet; thence S 80°30'25" W, a distance of 156.47 feet; thence N 85°06'47" W, a distance of 135.08 feet; thence S 75°26'08" W, a distance of 171.53 feet; thence S 64°17'24" W, a distance of 75.73 feet; thence S 29°48'51" W, a distance of 52.78 feet; thence S 17°04'43" E, a distance of 124.66 feet; thence S 88°37'51" E, a distance of 191.75 feet; thence N 80°45'52" E, a distance of 124.63 feet; thence S 89°17'34" E, a distance of 121.16 feet; thence S 79°09'00" E, a distance of 121.39 feet; thence S 45°00'00" E, a distance of 141.09 feet; thence S 61°01'56" E, a distance of 64.74 feet; thence S 86°39'19" E, a distance of 77.37 feet; thence S 74°29'42" E, a distance of 110.51 feet; thence S 43°13'36" E, a distance of 40.97 feet; thence S 08°13'18" E, a distance of 117.06 feet to a point on the Northerly line of Parcel 4B-2 of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North; thence departing said Southerly line and on said Northerly line and on the Westerly line and Southerly line of said Parcel 4B-2, for the next 32 courses, S 47°57'16" W, a distance of 41.96 feet; thence S 20°44'32" W, a distance of 67.69 feet; thence S 49°58'08" W, a distance of 238.11 feet; thence S 88°40'49" W, a distance of 91.02 feet; thence N 39°42'27" W, a distance of 63.05 feet; thence N 05°56'33" W, a distance of 78.38 feet; thence N 18°03'37" W, a distance of 120.46 feet; thence S 88°42'48" W, a distance of 77.27 feet; thence S 23°21'17" W, a distance of 86.52 feet; thence S 32°13'05" W, a distance of 175.28 feet;

thence S 56°10'10" W, a distance of 80.53 feet; thence S 86°45'31" W, a distance of 116.66 feet; thence N 84°54'43" W, a distance of 60.97 feet; thence S 44°54'23" W, a distance of 67.36 feet; thence S 19°29'30" W, a distance of 63.88 feet; thence S 06°39'28" E, a distance of 144.69 feet; thence S 31°13'47" E, a distance of 268.31 feet; thence S 22°51'44" E, a distance of 285.38 feet; thence N 87°15'10" E, a distance of 199.65 feet; thence N 36°16'37" E, a distance of 60.64 feet; thence N 77°41'53" E, a distance of 137.86 feet; thence N 64°46'11" E, a distance of 65.81 feet; thence N 51°36'56" E, a distance of 87.53 feet; thence N 29°25'11" E, a distance of 132.61 feet; thence N 04°17'28" E, a distance of 53.34 feet; thence N 25°39'08" W, a distance of 72.86 feet; thence N 20°53'17" W, a distance of 127.18 feet; thence N 08°27'18" W, a distance of 73.65 feet; thence N 42°09'12" E, a distance of 62.84 feet; thence N 58°16'02" E, a distance of 162.71 feet; thence N 50°49'28" E, a distance of 257.46 feet; thence S 31°50'36" E, a distance of 300.52 feet; thence S 68°33'07" W, a distance of 26.18 feet to the beginning of a curve, concave Southeast, having a radius of 704.49 feet and a central angle of 5°04'49"; thence on the arc of said curve, a distance of 62.46 feet said arc being subtended by a chord which bears S 06°24'14" W, a distance of 62.44 feet to the curves end; thence N 66°14'02" W, a distance of 7.88 feet; thence S 78°20'27" W, a distance of 81.86 feet; thence S 01°08'48" W, a distance of 153.09 feet; thence S 57°55'14" E, a distance of 6.61 feet; thence S 35°55'48" E, a distance of 99.9 feet; thence S 17°21'32" E, a distance of 67.91 feet; thence S 05°28'03" E, a distance of 34.16 feet; thence S 11°27'35" W, a distance of 38.26 feet to a point on the Northerly line of Parcel 4C of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North; thence on said Northerly line and on the Westerly line of said Parcel 4C for the next 12 courses, S 51°03'00" W, a distance of 147.00 feet; thence S 89°03'41" W, a distance of 96.57 feet; thence S 76°46'32" W, a distance of 47.28 feet; thence S 13°08'19" W, a distance of 77.20 feet; thence S 41°53'01" W, a distance of 72.80 feet; thence S 72°16'43" W, a distance of 72.32 feet; thence S 41°58'32" W, a distance of 120.31 feet; thence S 54°41'23" W, a distance of 213.04 feet; thence S 16°16'24" W, a distance of 101.15 feet; thence S 22°49'46" E, a distance of 75.63 feet; thence N 73°07'46" E, a distance of 312.64 feet; thence S 19°56'16" E, a distance of 165.59 feet to a point on the aforesaid Northerly Right of Way line of Sate Road No. 200 (A1A); thence departing said Westerly line and on said Northerly Right of Way line, S 72°19'01" W, a distance of 1564.87 feet to the Point of Beginning.

LSS-171
2018ANE00227

CONSERVATION EASEMENT A1 (96.39 Ac)

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 Mill 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 Northeast corner of the Heirs of E. Waterman Mill Grant, Section 39, Township 2 North, Range 26 East, Nassau County, Florida; thence on the East line of said Section 39, S 01°11'47" E, a distance of 1180.32 feet to the Point of Beginning; thence departing said East line, S 70°23'20" W, a distance of 16.31 feet; thence N 16°36'52" W, a distance of 25.03 feet; thence S 70°23'20" W, a distance of 72.12 feet; thence S 85°07'48" W, a distance of 109.08 feet; thence N 67°29'53" W, a distance of 251.35 feet; thence S 56°13'53" W, a distance of 141.94 feet; thence S 08°23'30" W, a distance of 217.38 feet; thence N 82°42'24" E, a distance of 13.97 feet; thence S 30°17'30" E, a distance of 68.94 feet; thence S 71°59'29" E, a distance of 66.25 feet; thence N 47°47'00" E, a distance of 71.34 feet; thence S 42°13'00" E, a distance of 303.71 feet to a point on the Northerly line of those lands described in Official Record Book 1484, Page 1762 of the Public Records of Nassau County, Florida; thence on said Northerly line, S 73°24'10" W, a distance of 836.77 feet to a point on the Easterly Limited Access Right of Way line of Interstate 95 (300 foot Right of Way); thence departing said Northerly line and on said Easterly Limited Access Right of Way line, N 16°36'54" W, a distance of 3294.77 feet; thence departing said Easterly Limited Access Right of Way line, N 74°24'36" E, a distance of 87.21 feet; thence S 79°40'45" E, a distance of 17.95 feet; thence S 10°18'17" W, a distance of 14.31 feet; thence N 75°01'00" E, a distance of 822.12 feet; thence S 01°16'23" W, a distance of 114.36 feet; thence S 16°00'53" W, a distance of 43.14 feet; thence S 25°15'42" W, a distance of 45.92 feet; thence S 09°38'15" W, a distance of 26.88 feet; thence S 25°26'43" E, a distance of 68.66 feet; thence S 19°17'24" E, a distance of 42.38 feet; thence S 04°32'53" W, a distance of 44.14 feet; thence S 27°43'07" W, a distance of 33.32 feet; thence S 25°53'13" E, a distance of 37.79 feet; thence S 43°27'07" E, a distance of 52.35 feet; thence S 55°18'17" E, a distance of 79.06 feet; thence S 25°20'46" E, a distance of 52.56 feet; thence S 23°53'28" W, a distance of 81.48 feet; thence S 04°44'43" W, a distance of 73.59 feet; thence S 00°09'27" W, a distance of 201.04 feet; thence N 90°00'00" E, a distance of 25.40 feet; thence S 57°43'28" E, a distance of 94.77 feet; thence S 00°00'00" E, a distance of 26.67 feet; thence N 89°04'37" E, a distance of 237.59 feet; thence N 83°33'39" E, a distance of 257.07 feet; thence N 69°24'39" E, a distance of 305.13 feet; thence S 15°50'39" E, a distance of 186.66 feet; thence S 21°51'25" E, a distance of 205.51 feet; thence S 05°19'58" W, a distance of 50.12 feet; thence S 80°13'15" W, a distance of 519.4 feet; thence N 82°43'00" W, a distance of 161.39 feet; thence S 80°37'04" W, a distance of 59.90 feet; thence S 50°30'49" W, a distance of 68.74 feet; thence S 38°17'04" W, a distance of 148.13 feet; thence S 48°55'08" W, a distance of 46.82 feet; thence S 34°53'58" W, a distance of 41.63 feet; thence S 10°23'33" W, a distance of 68.81 feet; thence S 55°33'58" E, a distance of 44.36 feet; thence S 62°22'02" E, a distance of 104.79 feet; thence S 73°18'49" E, a distance of 200.58 feet; thence N 84°24'08" E, a distance of 87.38 feet; thence S 76°27'22" E, a distance of 100.35 feet; thence N 80°58'11" E, a distance of 95.00 feet; thence N 21°01'44" W, a distance of 43.39 feet; thence N 11°54'31" W, a distance of 116.9 feet; thence N 07°21'54" E, a distance of 97.61 feet; thence N 48°27'51" E, a distance of 18.25 feet; thence S 88°54'35" E, a distance of 150.91 feet; thence S 73°52'32" E, a distance of 103.77 feet;

thence S 65°28'07" E, a distance of 82.42 feet; thence N 37°08'03" E, a distance of 51.74 feet; thence N 20°26'26" W, a distance of 80.67 feet; thence N 20°08'47" E, a distance of 109.68 feet; thence N 74°02'29" E, a distance of 71.92 feet; thence S 38°02'38" E, a distance of 42.06 feet; thence S 31°49'53" E, a distance of 86.02 feet; thence S 48°29'04" E, a distance of 180.3 feet; thence S 56°59'37" E, a distance of 138.00 feet; thence S 63°26'56" E, a distance of 202.68 feet; thence S 60°41'33" E, a distance of 161.45 feet; thence S 66°25'10" E, a distance of 98.78 feet; thence S 60°36'40" W, a distance of 9.73 feet; thence S 50°55'41" E, a distance of 57.88 feet; thence S 39°58'43" E, a distance of 203.72 feet; thence S 40°18'25" E, a distance of 13.39 feet; thence S 18°25'58" E, a distance of 66.83 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and a central angle of 56°33'31"; thence on the arc of said curve, a distance of 24.68 feet said arc being subtended by a chord which bears S 09°50'47" W, a distance of 23.69 feet to the curves end; thence S 38°07'33" W, a distance of 91.43 feet; thence S 48°38'18" W, a distance of 82.91 feet; thence S 06°37'48" E, a distance of 30.00 feet; thence S 04°04'32" E, a distance of 95.39 feet; thence S 19°27'49" W, a distance of 42.96 feet; thence S 60°47'37" W, a distance of 265.11 feet; thence N 08°57'11" W, a distance of 5.04 feet; thence N 45°36'54" W, a distance of 24.58 feet; thence S 72°59'47" W, a distance of 47.32 feet; thence S 14°39'50" W, a distance of 20.63 feet; thence S 80°24'47" W, a distance of 219.03 feet; thence N 54°35'13" W, a distance of 85.08 feet; thence S 68°34'20" W, a distance of 262.29 feet; thence S 80°22'02" W, a distance of 77.44 feet; thence S 70°23'20" W, a distance of 3.73 feet to the Point of Beginning.

LESS AND EXCEPT

(LSS-361 - LSP1237) 25' MOBILITY TRAIL EASEMENT A (0.90Ac.)

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, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, Nassau County, Florida; thence on the West line of said Section 44, S 01°11'47" E, a distance of 1180.32 feet to the Point of Beginning; thence N 70°23'20" E, a distance of 3.73 feet; thence N 80°22'02" E, a distance of 77.44 feet; thence N 68°34'20" E, a distance of 262.29 feet; thence S 54°35'13" E, a distance of 85.08 feet; thence N 80°24'47" E, a distance of 219.03 feet; thence N 14°39'50" E, a distance of 20.63 feet; thence N 72°59'47" E, a distance of 47.32 feet; thence S 45°36'54" E, a distance of 24.58 feet; thence S 08°57'11" E, a distance of 5.04 feet; thence N 60°47'37" E, a distance of 265.11 feet; thence N 19°27'49" E, a distance of 42.96 feet; thence N 04°04'32" W, a distance of 95.39 feet; thence N 06°37'48" W, a distance of 30.00 feet; thence N 48°38'18" E, a distance of 82.91 feet; thence N 38°07'33" E, a distance of 91.43 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and a central angle of 56°33'31"; thence on the arc of said curve, a distance of 24.68 feet said arc being subtended by a chord which bears N 09°50'47" E, a distance of 23.69 feet to the curves end; thence N 18°25'58" W, a

distance of 66.83 feet; thence N 40°18'25" W, a distance of 13.39 feet; thence N 49°41'35" E, a distance of 59.16 feet to a point on the Westerly Right of Way line of Wildlight Avenue (81 foot Right of Way); thence on said Westerly Right of Way line, N 46°38'41" W, a distance of 25.15 feet; thence departing said Westerly Right of Way line, S 49°41'35" W, a distance of 81.38 feet; thence S 40°18'25" E, a distance of 33.56 feet; thence S 18°25'58" E, a distance of 61.99 feet; thence S 38°07'33" W, a distance of 89.13 feet; thence S 48°38'18" W, a distance of 93.70 feet; thence S 06°37'48" E, a distance of 42.53 feet; thence S 04°04'32" E, a distance of 89.62 feet; thence S 19°27'49" W, a distance of 28.32 feet; thence S 60°47'37" W, a distance of 233.85 feet; thence N 45°36'54" W, a distance of 25.65 feet; thence S 72°59'47" W, a distance of 76.11 feet; thence S 14°39'50" W, a distance of 18.43 feet; thence S 80°24'47" W, a distance of 192.51 feet; thence N 54°35'13" W, a distance of 88.25 feet; thence S 68°34'20" W, a distance of 273.24 feet; thence S 80°22'02" W, a distance of 72.90 feet; thence N 16°36'52" W, a distance of 25.75 feet; thence S 70°23'20" W, a distance of 35.11 feet; thence S 16°37'11" E, a distance of 25.03 feet; thence N 70°23'20" E, a distance of 10.07 feet; thence S 16°36'52" E, a distance of 25.03 feet; thence N 70°23'20" E, a distance of 16.31 feet to the Point of Beginning.

LESS AND EXCEPT

(LSS-319 - LSP1354) **Trail Easement 4: (1.04 Ac.)**

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 39, Township 2 North, Range 26 East and 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 Northwest corner of Tract 5, as shown on the plat of East Nassau - Wildlight Phase 1c-West, recorded in Plat Book 2239, Pages 1149 and 1150 of the public records of Nassau County, Florida; thence S 43°21'19" W, a distance of 12.50 feet; thence S 49°40'53" E, a distance of 214.66 feet; thence S 10°08'44" E, a distance of 86.04 feet; thence S 46°38'41" E, a distance of 32.67 feet to a point on the Northwesterly Right of Way line of Wildlight Avenue (81 foot Right of Way); thence on said Northwesterly Right of Way line, S 43°21'19" W, a distance of 53.70 feet to a point on the Westerly Right of Way line of said Wildlight Avenue; thence departing said Northwesterly Right of Way line and on said Westerly Right of Way line, S 46°38'41" E, a distance of 204.07 feet; thence departing said Westerly Right of Way line, S 13°12'31" W, a distance of 31.65 feet to the Point of Beginning; thence S 64°40'38" W, a distance of 47.25 feet; thence S 83°00'57" W, a distance of 107.72 feet; thence N 88°42'40" W, a distance of 118.89 feet; thence S 73°39'58" W, a distance of 107.18 feet; thence S 59°25'03" W, a distance of 187.55 feet; thence S 55°21'32" W, a distance of 98.56 feet; thence S 50°53'39" W, a distance of 159.61 feet; thence S 37°25'13" W, a distance of 62.82 feet; thence S 02°52'14" E, a distance of 70.32 feet; thence S 45°28'05" W, a distance of 80.12 feet; thence S 54°29'53" W, a distance of 306.84 feet; thence S 47°12'03" W, a distance of 52.57 feet; thence S 1°33'11" W, a distance of 118.24 feet to the Northerly line of Pond Tract 1 of aforesaid East Nassau - Wildlight Phase 1c-West; thence on said Northerly line, N 67°29'53" W, a distance of 120.58 feet; thence departing said Northerly line,

N47°12'03" E, a distance of 44.25 feet; thence N 17°56'56" W, a distance of 57.42 feet; thence N 72°03'04" E, a distance of 40.00 feet; thence S 17°56'56" E, a distance of 38.89 feet; thence N 47°12'03" E, a distance of 98.88 feet; thence N 54°29'53" E, a distance of 306.46 feet; thence N 45°28'05" E, a distance of 66.93 feet; thence N 02°52'14" W, a distance of 68.27 feet; thence N 37°25'13" E, a distance of 74.94 feet; thence N 50°53'39" E, a distance of 163.54 feet; thence N 55°21'32" E, a distance of 100.42 feet; thence N 59°25'03" E, a distance of 191.56 feet; thence N 73°39'58" E, a distance of 114.18 feet; thence S 88°42'40" E, a distance of 120.96 feet; thence N 83°00'57" E, a distance of 101.88 feet; thence N 64°40'38" E, a distance of 31.17 feet; thence S 51°03'26" E, a distance of 27.75 feet to the Point of Beginning.

LSS-172
2017ANE00600

CONSERVATION EASEMENT "H" (18.37 Ac)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 90 foot Roadway (90 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line of said Proposed 90 foot Roadway and on the arc of said curve, for the next 2 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 366.85 feet to a point on the Easterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said Southeasterly Right of Way line and on said Easterly Right of Way line for the next 5 courses, S 46°38'41" E, a distance of 396.54 feet to the beginning of a curve, concave Northeast, having a radius of 3779.50 feet and a central angle of 9°00'40"; thence on the arc of said curve, a distance of 594.42 feet said arc being subtended by a chord which bears S 51°09'01" E, a distance of 593.81 feet to the curves end; thence S 34°20'39" W, a distance of 1.46 feet to a point on a curve, concave Northeast, having a radius of 3781.00 feet and a central angle of 1°21'32"; thence on the arc of said curve, a distance of 89.68 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 89.68 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet; thence departing said Easterly Right of Way line, S 32°59'07" W, a distance 81.00 feet to a point on the Westerly Right of Way line of the aforesaid Proposed 81 foot Roadway; thence departing said Westerly Right of Way line, S 32°59'07" W, a distance of 59.72 feet; thence S 12°57'19" W, a distance of 69.42 feet; thence S 84°11'10" W, a distance of 97.15 feet; thence S 34°11'08" W, a distance of 108.34 feet; thence N 72°56'26" W, a distance of 29.97 feet; thence S 34°11'08" W, a

distance of 40.07 feet; thence S 38°41'19" E, a distance of 29.97 feet; thence S 34°11'08" W, a distance of 171.22 feet; thence S 72°31'46" W, a distance of 12.29 feet; thence S 72°31'46" W, 22.07 feet to the Point of Beginning; thence S 72°31'46" W, a distance of 19.08 feet; thence S 68°01'03" W, a distance of 25.33 feet; thence N 55°42'52" W, a distance of 34.22 feet; thence N 31°41'41" W, a distance of 15.70 feet; thence N 69°06'01" W, a distance of 44.35 feet; thence S 53°38'52" W, a distance of 78.89 feet; thence S 34°29'56" W, a distance of 63.47 feet; thence S 30°10'18" W, a distance of 53.84 feet; thence S 08°52'58" W, a distance of 75.36 feet; thence S 04°27'18" E, a distance of 71.22 feet; thence S 46°28'10" E, a distance of 49.08 feet; thence S 32°37'20" E, a distance of 66.03 feet; thence S 26°04'01" W, a distance of 53.75 feet; thence S 37°58'50" W, a distance of 57.84 feet; thence S 62°34'51" W, a distance of 29.37 feet; thence N 48°20'37" W, a distance of 55.02 feet; thence S 51°56'53" W, a distance of 79.17 feet; thence S 20°35'12" E, a distance of 20.03 feet; thence S 09°17'49" W, a distance of 70.58 feet; thence S 20°46'35" E, a distance of 32.56 feet; thence S 07°14'02" E, a distance of 103.53 feet; thence S 07°44'37" W, a distance of 22.34 feet; thence S 59°24'58" W, a distance of 62.46 feet; thence S 14°54'14" W, a distance of 54.69 feet; thence S 21°40'07" E, a distance of 22.14 feet; thence S 55°24'30" E, a distance of 68.83 feet; thence S 69°59'57" E, a distance of 62.64 feet; thence S 17°28'37" E, a distance of 16.02 feet; thence S 82°18'02" W, a distance of 20.50 feet; thence S 17°43'51" E, a distance of 22.96 feet to a point on the Northerly Right of Way line of Florida Power & Light Company (100 foot Easement for Right of Way) as recorded in Official Record Book 123, Page 284 of the Public Records of Nassau County, Florida; thence on said Northerly Right of Way line for the next 2 courses, S 72°16'09" W, a distance of 96.12 feet; thence S 89°02'41" W, a distance of 853.11 feet to a point on the Easterly line of those lands described in Official Record Book 956, Page 1636 of said Public Records; thence departing said Northerly Right of Way line and on said Easterly line, N 16°36'59" W, a distance of 487.28 feet; thence departing said Easterly line, N 86°16'16" E, a distance of 91.43 feet; thence N 74°52'14" E, a distance of 138.89 feet; thence S 87°37'00" E, a distance of 75.78 feet; thence S 69°16'33" E, a distance of 86.85 feet; thence S 57°48'26" E, a distance of 63.54 feet; thence N 75°58'23" E, a distance of 32.37 feet; thence N 34°49'55" E, a distance of 122.89 feet; thence N 86°56'01" E, a distance of 39.10 feet; thence S 69°46'12" E, a distance of 33.41 feet; thence N 70°57'47" E, a distance of 115.97 feet; thence N 14°11'09" E, a distance of 146.72 feet; thence N 16°15'48" E, a distance of 130.05 feet; thence N 04°01'00" E, a distance of 49.81 feet; thence N 20°09'03" E, a distance of 47.56 feet; thence N 31°50'57" E, a distance of 48.05 feet; thence N 11°08'24" E, a distance of 156.74 feet; thence N 57°58'41" E, a distance of 98.10 feet; thence N 49°58'36" E, a distance of 61.31 feet; thence N 40°51'52" E, a distance of 97.94 feet; thence N 22°51'02" E, a distance of 62.00 feet; thence N 01°11'39" W, a distance of 150.20 feet; thence N 56°12'50" E, a distance of 16.17 feet; thence S 17°47'08" E, a distance of 91.18 feet; thence S 35°50'13" E, a distance of 22.23 feet; thence S 29°08'26" E, a distance of 376.39 feet; thence S 29°56'40" E, a distance of 142.03 feet to the Point of Beginning.

LSS-330
2017ANE00595

CONSERVATION EASEMENT A (5.42 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a 81 foot Roadway Parcel "A" (81 foot Right of Way) as recorded in Official Record Book 1981, Page 163 of the Public records of Nassau County, Florida, said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said 81 foot Roadway and on the Easterly Right of Way line of a 81 foot Roadway Parcel "B" (81 foot Right of Way) of those lands described in Official Record Book 1981, Page 163 of the Public Records of Nassau County, Florida and on the arc of said curve, for the next 7 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 14°52'36"; thence on the arc of said curve, a distance of 378.95 feet said arc being subtended by a chord which bears S 49°34'35" E, a distance of 377.89 feet; thence S 57°00'53" E, a distance of 169.65 feet to the Point of Beginning; thence continue on said Easterly Right of Way line of a 81 foot Roadway Parcel "B", S 57°00'53" E, a distance of 462.58 feet; thence departing said Easterly Right of Way line of a 81 foot Roadway Parcel "B", S 88°09'19" E, a distance of 51.91 feet; thence N 54°08'46" E, a distance of 44.59 feet; thence N 13°24'35" E, a distance of 34.26 feet; thence N 63°21'15" E, a distance of 44.92 feet; thence N 39°54'02" E, a distance of 64.70 feet; thence N 81°27'53" E, a distance of 91.05 feet; thence N 65°45'01" E, a distance of 56.27 feet; thence S 88°16'23" E, a distance of 37.88 feet; thence N 39°13'01" E, a distance of 112.75 feet; thence N 55°08'36" E, a distance of 48.92 feet; thence N 34°48'42" E, a distance of 65.79 feet; thence N 18°48'32" E, a distance of 124.04 feet; thence N 52°02'57" E, a distance of 14.08 feet to a point on the Westerly line of a Proposed 15 foot Trail Easement; thence on said Westerly line, N 33°15'25" W, a distance of 79.85 feet to a point on the Southerly line of Conservation Easement 4A; thence departing said Westerly line and on said Southerly line for the next 13 courses, S 82°57'37" W, a distance of 20.29 feet; thence S 81°38'06" W, a distance of

112.70 feet; thence S 59°50'30" W, a distance of 59.74 feet; thence S 45°56'46" W, a distance of 91.67 feet; thence N 78°51'59" W, a distance of 126.84 feet; thence S 66°37'31" W, a distance of 46.27 feet; thence S 51°42'45" W, a distance of 85.19 feet; thence S 31°52'35" W, a distance of 53.35 feet; thence S 77°17'04" W, a distance of 78.71 feet; thence N 80°09'20" W, a distance of 71.37 feet; thence N 78°04'45" W, a distance of 183.83 feet; thence S 42°53'46" W, a distance of 40.40 feet; thence S 26°15'50" W, a distance of 80.34 feet to the Point of Beginning.

LSS-331
2016ANE02122

CONSERVATION EASEMENT 4A (2.92 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said Proposed 81 foot Roadway and on the arc of said curve, for the next 8 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 13°58'04"; thence on the arc of said curve, a distance of 355.80 feet said arc being subtended by a chord which bears S 49°07'20" E, a distance of 354.92 feet to a point on the Northerly line of Nassau A1A Tract - North of those lands described in Official Record Book 1271, Page 897 of the Public Records of Nassau County, Florida said point also being on a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 0°54'31"; thence continue on the arc of said curve, a distance of 23.15 feet said arc being subtended by a chord which bears S 56°33'38" E, a distance of 23.15 feet to the curves end; thence S 57°00'53" E, a distance of 107.45 feet to the Point of Beginning; thence N 37°13'26" E, a distance of 138.19 feet; thence N 53°12'22" E, a distance of 84.10 feet; thence N 72°29'05" E, a distance of 118.45 feet; thence

N 81°59'57" E, a distance of 128.08 feet; thence N 73°07'53"E, a distance of 290.78 feet; thence N 69°25'51"E, a distance of 210.67 feet to a point on the Westerly line of a Proposed Trail Easement; thence on said Westerly line, S 33°15'25" E, a distance of 158.77 feet; thence departing said Westerly line, S 82°57'37" W, a distance of 20.29 feet; thence S 81°38'06" W, a distance of 112.70 feet; thence S 59°50'30" W, a distance of 59.74 feet; thence S 45°56'46" W, a distance of 91.67 feet; thence N 78°51'59" W, a distance of 126.84 feet; thence S 66°37'31" W, a distance of 46.27 feet; thence S 51°42'45" W, a distance of 85.19 feet; thence S 31°52'35" W, a distance of 53.35 feet; thence S 77°17'04" W, a distance of 78.71 feet; thence N 80°09'20" W, a distance of 71.37 feet; thence N 78°04'45" W, a distance of 183.83 feet; thence S 42°53'46" W, a distance of 40.40 feet; thence S 26°15'50" W, a distance of 80.34 feet; thence N 57°00'53" W, a distance of 62.20 feet to the Point of Beginning.

LSS-339
2016ANE02122

CONSERVATION EASEMENT 4B (1.94 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said Proposed 81 foot Roadway and on the arc of said curve, for the next 8 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 13°58'04"; thence on the arc of said curve, a distance of 355.80 feet said arc being subtended by a chord which bears S 49°07'20" E, a distance of 354.92 feet to a point on the Northerly line of Nassau A1A Tract – North of those lands described in Official Record Book 1271, Page 897 of the Public Records of Nassau County, Florida said point also being on a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 0°54'31"; thence continue on the arc of said curve, a distance of 23.15

feet said arc being subtended by a chord which bears S 56°33'38" E, a distance of 23.15 feet to the curves end; thence S 57°00'53" E, a distance of 107.45 feet; thence N 37°13'26" E, a distance of 138.19 feet; thence N 53°12'22" E, a distance of 84.10 feet; thence N 72°29'05" E, a distance of 118.45 feet; thence N 81°59'57" E, a distance of 128.08 feet; thence N 73°07'53" E, a distance of 290.78 feet; thence N 69°25'51" E, a distance of 210.67 feet to a point on the Westerly line of a Proposed Trail Easement; thence N 66°48'49" E, a distance of 15.23 feet to a point on the Easterly line of said Proposed Trail Easement and the Point of Beginning; thence N 59°24'57" E, a distance of 176.01 feet; thence N 37°15'56" E, a distance of 36.24 feet; thence N 82°53'04" E, a distance of 54.36 feet; thence N 47°47'37" E, a distance of 152.43 feet; thence S 89°26'35" E, a distance of 140.78 feet; thence N 72°11'48" E, a distance of 307.61 feet; thence N 76°54'29" E, a distance of 109.43 feet; thence N 84°43'04" E, a distance of 129.04 feet; thence N 87°17'54" E, a distance of 68.73 feet; thence S 12°31'43" W, a distance of 37.53 feet; thence S 79°12'26" W, a distance of 90.20 feet; thence S 80°51'47" W, a distance of 69.77 feet; thence S 22°43'55" W, a distance of 15.99 feet; thence S 79°13'46" W, a distance of 40.70 feet; thence N 67°57'20" W, a distance of 50.51 feet; thence S 81°18'31" W, a distance of 90.36 feet; thence S 66°21'30" W, a distance of 88.30 feet; thence S 51°30'00" W, a distance of 61.79 feet; thence S 63°53'40" W, a distance of 116.09 feet; thence N 69°46'31" W, a distance of 52.73 feet; thence S 73°48'38" W, a distance of 84.06 feet; thence S 58°23'34" W, a distance of 79.50 feet; thence S 28°48'39" W, a distance of 59.44 feet; thence S 43°00'48" W, a distance of 97.25 feet; thence S 04°33'08" W, a distance of 62.22 feet; thence S 49°09'49" W, a distance of 41.27 feet; thence S 60°41'56" W, a distance of 56.52 feet; thence S 82°57'37" W, a distance of 28.49 feet to a point on the aforesaid Easterly line of a Proposed Trail Easement; thence on said Easterly line, N 33°15'25" W, a distance of 163.49 feet to the Point of Beginning.

LESS AND EXCEPT (0.01 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said Proposed 81 foot Roadway and on the arc of said curve, for the next 8 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having

a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 13°58'04"; thence on the arc of said curve, a distance of 355.80 feet said arc being subtended by a chord which bears S 49°07'20" E, a distance of 354.92 feet to a point on the Northerly line of Nassau A1A Tract – North of those lands described in Official Record Book 1271, Page 897 of the Public Records of Nassau County, Florida said point also being on a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 0°54'31"; thence continue on the arc of said curve, a distance of 23.15 feet said arc being subtended by a chord which bears S 56°33'38" E, a distance of 23.15 feet to the curves end; thence S 57°00'53" E, a distance of 107.45 feet; thence N 37°13'26" E, a distance of 138.19 feet; thence N 53°12'22" E, a distance of 84.10 feet; thence N 72°29'05" E, a distance of 118.45 feet; thence N 81°59'57" E, a distance of 128.08 feet; thence N 73°07'53" E, a distance of 290.78 feet; thence N 69°25'51" E, a distance of 210.67 feet to a point on the Westerly line of a Proposed Trail Easement; thence N 66°48'49" E, a distance of 15.23 feet to a point on the Easterly line of said Proposed Trail Easement; thence N 59°24'57" E, a distance of 176.01 feet; thence N 37°15'56" E, a distance of 36.24 feet; thence N 82°53'04" E, a distance of 54.36 feet; thence N 47°47'37" E, a distance of 152.43 feet; thence S 89°26'35" E, a distance of 140.78 feet; thence N 72°11'48" E, a distance of 307.61 feet; thence N 76°54'29" E, a distance of 109.43 feet; thence N 84°43'04" E, a distance of 129.04 feet; thence N 87°17'54" E, a distance of 55.35 feet to the Point of Beginning; thence continue N 87°17'54" E, a distance of 13.38 feet; thence S 12°31'43" W, a distance of 37.53 feet; thence S 79°12'26" W, a distance of 21.71 feet; thence N 21°53'00" E, a distance of 43.18 feet to the Point of Beginning.

LSS-340
2018ANE00227

CONSERVATION EASEMENT A6 (0.26 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 2703.04 feet; thence departing said North line, S 00°46'33" E, a distance of 387.32 feet to the Point of Beginning; thence N 59°09'00" E, a distance of 91.52 feet; thence S 89°26'35" E, a distance of 114.72 feet; thence S 47°47'37" W, a distance of 152.43 feet; thence S 82°53'04" W, a distance of 43.68 feet; thence N 30°51'00" W, a distance of 72.22 feet to the Point of Beginning.

LSS-341
2016ANE02121

CONSERVATION EASEMENT 2 (15.50 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East and being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 39°10'59"; thence departing said South line and on said Southeasterly Right of Way line and on the arc of said curve, for the next 3 courses, a distance of 997.09 feet said arc being subtended by a chord which bears N 60°43'31" E, a distance of 977.77 feet to the curves end; thence N 80°19'01" E, a distance of 158.56 feet to the beginning of a curve, concave Northwest, having a radius of 1542.00 feet and a central angle of 6°28'49"; thence on the arc of said curve, a distance of 174.41 feet said arc being subtended by a chord which bears N 77°04'36" E, a distance of 174.31 feet to the Point of Beginning; thence continue on said Southeasterly Right of Way line and on the arc of said curve, a distance of 89.76 and a central angle of 3°20'07", said arc being subtended by a chord which bears N 72°10'08" E, a distance of 89.75 feet; thence departing said Southeasterly Right of Way line, S 58°25'42" E, a distance of 77.99 feet; thence S 53°44'22" E, a distance of 112.07 feet; thence S 67°56'27" E, a distance of 125.86 feet; thence N 74°02'38" E, a distance of 107.86 feet, thence N 41°25'50" E, a distance of 98.53 feet; thence N 06°55'49" E, a distance of 88.22 feet; thence N 23°22'25" W, a distance of 67.03 feet; thence N 12°17'33" W, a distance of 67.70 feet; thence N 38°23'20" W, a distance of 45.73 feet to a point on the aforesaid Southeasterly Right of Way line and on a curve, concave Northwest, having a radius 1542.00 feet and a central angle of 1°16'22"; thence on the arc of said curve, for the next 3 courses a distance of 34.25 feet said arc being subtended by a chord which bears N 53°44'00" E, a distance of 34.25 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 22°37'27"; thence on the arc of said curve, a distance of 575.71 feet said arc being subtended by a chord which bears N 64°24'32" E, a distance of 571.98 feet to the curves end; thence departing said Southeasterly Right of Way line, S 21°35'51" E, a distance of 325.07 feet, thence S 25°07'16" E, a distance of 153.70 feet; thence S 62°53'03" W, a distance of 413.21 feet; thence S 65°10'07" W, a distance of 258.63 feet; thence S 51°53'01" W, a distance of 398.81 feet; thence S 53°28'10" W, a distance of 140.60 feet; thence S 46°54'32" W, a distance of 147.26 feet; thence N 84°07'30" W, a distance of 77.24 feet; thence N 56°42'39" W, a distance of 136.64 feet, thence N 43°35'05" W, a distance of 109.02

feet; thence N 29°09'38" W, a distance of 114.70 feet; thence N 01°35'14" W, a distance of 139.65 feet; thence N 28°10'35" E, a distance of 139.33 feet, thence N 75°52'46" E, a distance of 76.35 feet; thence N 41°36'24" E, a distance of 146.29 feet to the Point of Beginning.

LESS AND EXCEPT Pond Tract 13, designated as Pond 13 Drainage Easement on Plat of Nassau - Wildlight Phase 1C-2, recoded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida, which was conveyed to the East Nassau Stewardship District by Special Warranty Deed from Wildlight LLC, dated July 6, 2022, and recorded in OR Book 2576, Page 328.

LSS-349
2017ANE00600

CONSERVATION EASEMENT "G" (4.95 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 90 foot Roadway (90 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line of said Proposed 90 foot Roadway and on the arc of said curve, for the next 2 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 366.85 feet to a point on the Easterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said Southeasterly Right of Way line and on said Easterly Right of Way line for the next 5 courses, S 46°38'41" E, a distance of 396.54 feet to the beginning of a curve, concave Northeast, having a radius of 3779.50 feet and a central angle of 9°00'40"; thence on the arc of said curve, a distance of 594.42 feet said arc being subtended by a chord which bears S 51°09'01" E, a distance of 593.81 feet to the curves end; thence S 34°20'39" W, a distance of 1.46 feet to a point on a curve, concave Northeast, having a radius of 3781.00 feet and a central angle of 1°21'32"; thence on the arc of said curve, a distance of 89.68 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 89.68 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet; thence departing said Easterly Right of Way line, S 32°59'07" W, a distance 81.00 feet to a point on the Westerly Right of Way line of the aforesaid Proposed 81 foot Roadway and the Point of Beginning; thence departing said Westerly Right of Way line, S 32°59'07" W, a distance of 59.72 feet; thence S 12°57'19" W, a

distance of 69.42 feet; thence S 84°11'10" W, a distance of 97.15 feet; thence S 34°11'08" W, a distance of 108.34 feet; thence N 72°56'26" W, a distance of 29.97 feet; thence S 34°11'08" W, a distance of 40.07 feet; thence S 38°41'19" E, a distance of 29.97 feet; thence S 34°11'08" W, a distance of 171.22 feet; thence S 72°31'46" W, a distance of 12.29 feet; thence N 30°12'06" W, a distance of 113.5 feet; thence N 28°39'13" W, a distance of 166.00 feet; thence N 30°52'05" W, a distance of 126.82 feet; thence N 26°37'27" W, a distance of 106.03 feet; thence N 21°14'18" W, a distance of 125.46 feet; thence N 56°12'50" E, a distance of 22.09 feet; thence N 72°01'51" E, a distance of 91.10 feet; thence N 44°50'02" E, a distance of 132.43 feet to a point on the aforesaid Westerly Right of Way line of a Proposed 81 foot Roadway said point being on a curve, concave Northeast, having a radius of 3862.00 feet and a central angle of 1°21'32"; thence on said Westerly Right of Way line and on the arc of said curve for the next 2 courses, a distance of 91.60 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 91.60 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet to the Point of Beginning.

LESS & EXCEPT LSS3160 - LSP-1237 Trail Easement B (0.90 Ac.)

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 Southwesterly corner of Wildlight Avenue (78 foot Right of Way) as shown on Plat of Market Street Office Site as recorded in Plat Book 8, Pages 156, 157, 158, 159 and 160 of the Public Records of Nassau County, Florida; thence on the Westerly Right of Way line of Wildlight Avenue (81 foot Right of Way) for the next 5 courses, S 32°59'07" W, a distance of 3.00 feet; thence N 57°00'53" W, a distance of 436.40 feet to the beginning of a curve, concave Northeast, having a radius of 3862.00 feet and a central angle of 0°59'17"; thence on the arc of said curve, a distance of 66.60 feet said arc being subtended by a chord which bears N 56°31'15" W, a distance of 66.60 feet to the Point of Beginning; thence departing said Westerly Right of Way line, S 34°0'39" W, a distance of 2.38 feet; thence S 44°50'02" W, a distance of 140.77 feet; thence S 72°01'51" W, a distance of 93.67 feet; thence S 56°12'50" W, a distance of 24.19 feet to a point on the Westerly line of Conservation Easement "G" as recorded in Official Record Book 2158, Page 1983 of the Public Records of Nassau County, Florida; thence on said Westerly line for the next 5 courses, S 21°14'18" E, a distance of 99.84 feet; thence S 26°37'27" E, a distance of 106.03 feet; thence S 30°52'05" E, a distance of 126.82 feet; thence S 28°39'13" E, a distance of 166.00 feet; thence S 30°12'06" E, a distance of 113.50 feet to a point on the Westerly line of Tract "A" of East Nassau - Wildlight Phase 1a as recorded in Plat Book 8, Pages 203-213 of the Public Records of Nassau County, Florida; thence departing said Westerly line and on said Westerly line, S 72°31'46" W, a distance of 22.07 feet to the Southeast corner of Conservation Easement "H" as recorded in said Official Record Book 2158, Page 1983; thence departing said Westerly line and on the Easterly of said Conservation Easement "H" for the next 4 courses, N 29°56'40" W, a distance of 142.03 feet; thence N 29°08'26" W, a distance of 376.39 feet; thence N 35°50'13" W, a distance of 22.23 feet; thence

N 17°47'08" W, a distance of 91.18 feet to the Northeast corner of said Conservation Easement "H"; thence departing said Easterly line and on the Westerly prolongation of the North line of aforesaid Conservation Easement "G" and on the said North line of Conservation Easement "G" for the next 3 courses, N 56°12'50" E, a distance of 47.81 feet; thence N 72°01 '51" E, a distance of 91.10 feet; thence N 44°50'02" E, a distance of 132.43 feet to the beginning of a curve, concave Northeast, having a radius of 3862.00 feet and a central angle of 0°22'15"; thence on the arc of said curve, a distance of 25.00 feet said arc being subtended by a chord which bears S 55°50'29" E, a distance of 25.00 feet to the Point of Beginning.

LSS-358
2017ANE00600

CONSERVATION EASEMENT "D" (1.16 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 90 foot Roadway (90 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line of said Proposed 90 foot Roadway and on the arc of said curve, for the next 2 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 366.85 feet to a point on the Easterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said Southeasterly Right of Way line for the next 5 courses, S 46°38'41" E, a distance of 396.54 feet to the beginning of a curve, concave Northeast, having a radius of 3779.50 feet and a central angle of 9°00'40"; thence on the arc of said curve, a distance of 594.42 feet said arc being subtended by a chord which bears S 51°09'01" E, a distance of 593.81 feet to the curves end; thence S 34°20'39" W, a distance of 1.46 feet to a point on a curve, concave Northeast, having a radius of 3781.00 feet and a central angle of 1°21'32"; thence on the arc of said curve, a distance of 89.68 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 89.68 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet to the Point of Beginning; thence N 32°59'07" E, a distance of 1.50 feet; thence S 88°09'19" E, a distance of 51.91 feet; thence N 54°08'46" E, a distance of 44.59 feet; thence N 13°24'35" E, a distance of 34.26 feet; thence N 63°21'15" E, a distance of 44.92 feet; thence N 39°54'02" E, a distance of 64.70 feet; thence N 81°27'53" E, a distance of 91.05 feet; thence N 65°45'01" E, a distance of 56.27 feet; thence S 88°16'23" E, a distance of 37.88 feet; thence N 39°13'01" E, a distance of 112.75 feet; thence N 55°08'36" E, a distance

of 48.92 feet; thence N 34°48'42" E, a distance of 65.79 feet; thence N 18°48'31" E, a distance of 124.04 feet; thence N 52°03'00" E, a distance of 81.57 feet; thence S 54°29'53" E, a distance of 48.03 feet; thence S 08°56'30" E, a distance of 66.05 feet; thence S 71°50'03" E, a distance of 104.75 feet; thence N 44°42'29" E, a distance of 62.04 feet; thence N 16°02'54" E, a distance of 57.69 feet; thence N 38°32'35" E, a distance of 55.91 feet; thence N 67°07'37" E, a distance of 68.68 feet; thence N 89°03'59" E, a distance of 60.72 feet; thence S 48°59'51" E, a distance of 42.95 feet; thence S 84°38'45" E, a distance of 52.77 feet; thence N 79°28'10" E, a distance of 102.14 feet; thence N 61°09'33" E, a distance of 57.10 feet; thence N 42°27'48" E, a distance of 63.46 feet; thence N 67°04'03" E, a distance of 175.82 feet; thence S 16°20'10" W, a distance of 77.84 feet to the beginning of a curve, concave Northeast, having a radius of 332.50 feet and a central angle of 8°13'35"; thence on the arc of said curve, a distance of 47.74 feet said arc being subtended by a chord which bears S 24°42'10" W, a distance of 47.70 feet to the curves end; thence N 72°30'30" W, a distance of 128.87 feet; thence S 37°32'12" W, a distance of 69.04 feet; thence S 17°33'13" W, a distance of 47.59 feet; thence N 82°32'07" W, a distance of 88.50 feet; thence N 86°30'34" W, a distance of 88.50 feet; thence S 89°30'59" W, a distance of 88.50 feet; thence S 85°32'32" W, a distance of 88.50 feet; thence S 05°53'13" E, a distance of 120.00 feet; thence S 81°27'05" W, a distance of 83.40 feet; thence S 77°20'10" W, a distance of 83.40 feet; thence N 13°33'19" W, a distance of 29.41 feet; thence N 36°45'14" W, a distance of 13.39 feet; thence N 83°09'03" W, a distance of 13.39 feet; thence S 73°39'02" W, a distance of 102.6 feet; thence S 53°00'27" W, a distance of 12.14 feet; thence S 11°02'36" W, a distance of 12.14 feet; thence S 01°29'21" W, a distance of 28.40 feet; thence S 70°51'23" W, a distance of 50.19 feet; thence S 54°41'07" W, a distance of 92.24 feet; thence S 39°13'01" W, a distance of 113.54 feet; thence N 88°16'23" W, a distance of 38.66 feet; thence S 65°45'01" W, a distance of 62.40 feet; thence S 06°30'39" W, a distance of 18.07 feet; thence S 70°01'59" W, a distance of 22.72 feet; thence S 57°09'51" W, a distance of 150.42 feet; thence S 45°04'29" W, a distance of 31.00 feet; thence S 34°51'56" W, a distance of 46.38 feet; thence N 57°00'53" W, a distance of 15.00 feet; thence N 34°51'56" E, a distance of 5.00 feet; thence N 57°00'53" W, a distance of 30.00 feet; thence S 34°51'56" W, a distance of 15.01 feet to a point on the Easterly Right of Way line of a Proposed 78 foot Roadway (78 foot Right of Way); thence on said Easterly Right of Way line, N 57°00'53" W, a distance of 25.97 feet to the Point of Beginning.

LSS-717
2017ANE00595

CONSERVATION EASEMENT "B" (6.50 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a 81 foot Roadway Parcel "A" (81 foot Right of Way) as recorded in Official Record Book 1981, Page 163 of the Public records of Nassau County, Florida, said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said 81 foot Roadway and on the Easterly Right of Way line of a 81 foot Roadway Parcel "B" (81 foot Right of Way) of those lands described in Official Record Book 1981, Page 163 of the Public Records of Nassau County, Florida and on the arc of said curve, for the next 7 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 14°52'36"; thence on the arc of said curve, a distance of 378.95 feet said arc being subtended by a chord which bears S 49°34'35" E, a distance of 377.89 feet; thence S 57°00'53" E, a distance of 632.22 feet; thence departing said Easterly Right of Way line of a 81 foot Roadway Parcel "B", S 88°09'19" E, a distance of 51.91 feet; thence N 54°08'46" E, a distance of 44.59 feet; thence N 13°24'35" E, a distance of 34.26 feet; thence N 63°21'15" E, a distance of 44.92 feet; thence N 39°54'02" E, a distance of 64.70 feet; thence N 81°27'53" E, a distance of 91.05 feet; thence N 65°45'01" E, a distance of 56.27 feet; thence S 88°16'23" E, a distance of 37.88 feet; thence N 39°13'01" E, a distance of 112.75 feet; thence N 55°08'36" E, a distance of 48.92 feet; thence N 34°48'42" E, a distance of 65.79 feet; thence N 18°48'32" E, a distance of 124.04 feet; thence N 52°02'57" E, a distance of 14.08 feet to a point on the Westerly line of a Proposed 15 foot Trail Easement; thence N 52°02'59" E, a distance of 15.05 feet to a point on the Easterly line of said Proposed 15 foot Trail Easement and the Point of Beginning; thence N 52°03'00" E, a distance of 52.44 feet; thence S 54°29'53" E, a distance of 48.03 feet; thence S 08°56'30" E, a distance of 66.05 feet; thence S 71°50'03" E, a distance of 104.75 feet; thence N 44°42'29" E, a distance of 62.04 feet; thence N 16°02'54" E, a distance of 57.69 feet; thence N 38°32'35" E, a distance of 55.91 feet; thence N 67°07'37" E, a distance of 68.68 feet; thence N 89°03'59" E, a distance of 60.72 feet; thence S 48°59'51" E, a distance of 42.95 feet; thence S 84°38'45" E, a distance of 52.77 feet; thence N 79°28'10" E, a distance of 102.14 feet; thence N 61°09'33" E, a distance of 57.10 feet; thence N 42°27'48" E, a distance of 63.46 feet; thence N 67°04'03" E, a distance of 175.82 feet; thence N 16°20'10" E, a distance of 327.15 feet to a point on the Southerly line of Conservation Easement 4B; thence on said Southerly line for the next 18 courses, S 79°12'26" W, a distance of 90.20 feet; thence S 80°51'47" W, a distance of 69.77 feet; thence S 22°43'55" W, a distance of 15.99 feet; thence S 79°13'46" W, a distance of

40.70 feet; thence N 67°57'20" W, a distance of 50.51 feet; thence S 81°18'31" W, a distance of 90.36 feet; thence S 66°21'30" W, a distance of 88.30 feet; thence S 51°30'00" W, a distance of 61.79 feet; thence S 63°53'40" W, a distance of 116.09 feet; thence N 69°46'31" W, a distance of 52.73 feet; thence S 73°48'38" W, a distance of 84.06 feet; thence S 58°23'34" W, a distance of 79.50 feet; thence S 28°48'39" W, a distance of 59.44 feet; thence S 43°00'48" W, a distance of 97.25 feet; thence S 04°33'08" W, a distance of 62.22 feet; thence S 49°09'49" W, a distance of 41.27 feet; thence S 60°41'56" W, a distance of 56.52 feet; thence S 82°57'37" W, a distance of 28.49 feet to a point on the aforesaid Easterly line of a Proposed 15 foot Trail Easement; thence on said Easterly line, S 33°15'25" E, a distance of 71.23 feet to the Point of Beginning.

LESS AND EXCEPT LSS721 - LSP1574 - Recreation and/or Community Amenity Tract 8, containing 0.45 acre as shown and delineated on Plat of East Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida.

LSS-719
2018ANE00227

CONSERVATION EASEMENT A7 (0.10 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 3432.97 feet; thence departing said North line, S 00°46'33" E, a distance of 235.23 feet to the Point of Beginning; thence N 72°12'00" E, a distance of 220.83 feet; thence S 21°53'00" W, a distance of 55.70 feet; thence S 87°17'54" W, a distance of 55.35 feet; thence S 84°43'04" W, a distance of 129.04 feet; thence S 76°54'29" W, a distance of 5.87 feet to the Point of Beginning.

LSS-817
2020ANE00809

Conservation Easement 4B (2.65 Ac.)

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 6085.39 feet; thence departing said North line, S 00°46'33" E, a distance of 319.64 feet to the Point of Beginning; thence S 34°31'52" E, a distance of 263.26 feet; thence S 63°13'56" W, a distance of 52.47 feet; thence S 05°38'48" W, a distance of 45.91 feet; thence S 24°24'42" E, a distance of 58.63 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 89°50'48"; thence on the arc of said curve, a distance of 39.20 feet said arc being subtended by a chord which bears S 20°30'42" W, a distance of 35.31 feet to the curves end; thence S 65°26'05" W, a distance of 78.11 feet; thence S 80°13'16" W, a distance of 12.76 feet; thence N 84°59'33" W, a distance of 56.38 feet; thence N 78°19'32" W, a distance of 47.90 feet; thence S 57°11'25" W, a distance of 73.12 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and central angle of 90°53'40"; thence on the arc of said curve, a distance of 39.66 feet said arc being subtended by a chord which bears N 77°21'46" W, a distance of 35.63 feet to the curves end; thence N 31°54'56" W, a distance of 56.10 feet; thence S 86°29'39" W, a distance of 76.51 feet; thence S 45°13'31" W, a distance of 18.72 feet; thence N 44°46'29" W, a distance of 3.41 feet to the beginning of a curve, concave Southeast, having a radius of 1065.00 feet and central angle of 24°48'33"; thence on the arc of said curve, a distance of 461.14 feet said arc being subtended by a chord which bears N 31°06'22" E, a distance of 457.55 feet to the beginning of a curve, concave Northerly, having a radius of 180.00 feet and central angle of 18°42'44"; thence on the arc of said curve, a distance of 58.79 feet said arc being subtended by a chord which bears N 89°26'58" E, a distance of 58.53 feet to the Point of Beginning.

LSS-835
2020ANE00809

Conservation Easement 4C (16.13 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, S 89°13'27" W, a distance of 6443.42 feet; thence departing said South line, N 00°46'33" W, a distance of 737.30 feet to the Point of Beginning; thence S 69°12'54" W, a distance of 73.21 feet; thence S 48°12'38" W, a distance of 99.20 feet; thence S 58°17'36" W, a distance of 86.21 feet; thence S 09°47'00" E, a distance of 69.52 feet; thence S 28°24'45" W, a distance of 123.08 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 97°05'34"; thence on the arc of said curve, a distance of 42.36 feet said arc being subtended by a chord which bears S 76°57'32" W, a distance of 37.47 feet to the curves end; thence N 54°29'41" W,

a distance of 51.24 feet; thence S 35°00'40" W, a distance of 47.45 feet; thence S 07°43'04" W, a distance of 80.31 feet; thence S 17°53'16" W, a distance of 79.44 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 85°42'01"; thence on the arc of said curve, a distance of 37.39 feet said arc being subtended by a chord which bears S 60°44'17" W, a distance of 34.00 feet to the curves end; thence N 76°24'43" W, a distance of 58.29 feet; thence S 39°47'58" W, a distance of 57.61 feet; thence S 24°25'19" W, a distance of 129.63 feet; thence N 33°43'05" W, a distance of 227.92 feet; thence N 31°56'51" W, a distance of 264.95 feet; thence N 28°44'36" W, a distance of 71.60 feet; thence N 31°39'28" W, a distance of 355.18 feet; thence S 64°40'36" E, a distance of 288.74 feet; thence N 47°29'22" E, a distance of 2.45 feet; thence N 47°29'22" E, a distance of 86.57 feet; thence N 40°54'52" E, a distance of 68.18 feet; thence N 62°06'27" E, a distance of 187.99 feet to the beginning of curve, concave Northerly, having a radius of 1563.00 feet and central angle of 4°29'56"; thence on the arc of said curve, a distance of 122.73 feet said arc being subtended by a chord which bears S 87°34'20" E, a distance of 122.69 feet to the curves end; thence S 89°49'18" E, a distance of 323.36 feet to the beginning of a curve, concave Northerly, having a radius of 2063.00 feet and central angle of 9°49'29"; thence on the arc of said curve, a distance of 353.75 feet said arc being subtended by a chord which bears N 85°15'58" E, a distance of 353.32 feet to the curves end; thence N 80°21'13" E, a distance of 386.03 feet; thence N 81°27'27" E, a distance of 68.66 feet; thence S 07°52'24" E, a distance of 77.17 feet; thence S 27°26'13" W, a distance of 112.58 feet; thence S 38°42'44" W, a distance of 111.72 feet; thence S 26°45'02" W, a distance of 58.43 feet; thence S 16°58'47" E, a distance of 113.49 feet; thence S 05°35'07" E, a distance of 67.38 feet; thence S 30°03'40" W, a distance of 67.78 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 89°36'35"; thence on the arc of said curve, a distance of 39.10 feet said arc being subtended by a chord which bears S 74°51'58" W, a distance of 35.23 feet to the curves end; thence N 60°19'44" W, a distance of 92.63 feet; thence N 60°56'45" W, a distance of 75.44 feet; thence N 65°35'10" W, a distance of 107.63 feet; thence S 64°07'26" W, a distance of 74.26 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and central angle of 74°08'23"; thence on the arc of said curve, a distance of 32.35 feet said arc being subtended by a chord which bears N 78°48'23" W, a distance of 30.14 feet to the curves end; thence N 41°44'12" W, a distance of 91.92 feet; thence N 38°05'45" W, a distance of 89.68 feet; thence N 64°50'23" W, a distance of 36.14 feet; thence N 87°17'10" W, a distance of 60.73 feet to the Point of Beginning.

LSS855
2018ANE00227

CONSERVATION EASEMENT A1-B (2.57 Ac.)

A parcel of land, 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 Mill

Grant, Section 50, Township 3 North, Range 27 East, all in Nassau County, Florida, containing 2.57 acres, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, N 89°13'27" E, a distance of 251.41 feet to a point on the Southeasterly line of Conservation Easement A1 as recorded in Official Record Book 2215, Page 1508 of the public records of Nassau County, Florida the Point of Beginning; thence departing said South line and on said Southeasterly line for the next 3 courses, N 48°29'04" W, a distance of 67.95 feet; thence N 31°49'53" W, a distance of 86.02 feet; thence N 38°02'38" W, a distance of 42.06 feet; thence departing said Southeasterly line, N 61°07'39" E, a distance of 204.04 feet to the beginning of a curve, concave Southwest, having a radius of 25.00 feet and a central angle of 83°13'06"; thence on the arc of said curve, a distance of 36.31 feet said arc being subtended by a chord which bears S 77°15'48" E, a distance of 33.20 feet to the curves end; thence S 35°39'15" E, a distance of 227.25 feet to the beginning of a curve, concave Northeast, having a radius of 1565.00 feet and a central angle of 9°09'00"; thence on the arc of said curve, a distance of 249.93 feet said arc being subtended by a chord which bears S 40°13'45" E, a distance of 249.66 feet to the curves end; thence S 50°59'38" W, a distance of 5.86 feet; thence S 46°38'41" E, a distance of 261.35 feet; thence S 64°40'38" W, a distance of 28.56 feet to a point on the aforesaid Southeasterly line; thence on said Southeasterly line for the next 4 courses, N 66°25'10" W, a distance of 22.16 feet; thence N 60°41'33" W, a distance of 161.45 feet; thence N 63°26'56" W, a distance of 202.68 feet; thence N 56°59'37" W, a distance of 138.00 feet; thence N 48°29'04" W, a distance of 112.35 feet to the Point of Beginning.

LSS856
2018ANE00227

CONSERVATION EASEMENT A1-A (1.76 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill 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, containing 1.76 acres, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the West line of said Section 50, N 01°09'44" W, a distance of 208.54 feet to a point on the Southeasterly line of Conservation Easement A1 as recorded in Official Record Book 2215, Page 1508 of the public records of Nassau County, Florida; thence on said Southeasterly line, N 80°13'15" E, a distance of 59.77 feet to the Point of Beginning; thence continue on said Southeasterly line for the next 3 courses, N 05°19'58" E, a distance of 50.12 feet; thence N 21°51'25" W, a distance of 205.51 feet; thence N 15°50'39" W, a distance of 186.66

feet; thence departing said Southeasterly line, N 55°27'59" E, a distance of 103.04 feet to the beginning of a curve, concave Northeast, having a radius of 1265.00 feet and a central angle of 1°07'15"; thence on the arc of said curve, a distance of 24.74 feet said arc being subtended by a chord which bears S 35°05'38" E, a distance of 24.74 feet to the curves end; thence S 35°39'15" E, a distance of 399.72 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and a central angle of 96°46'27"; thence on the arc of said curve, a distance of 42.23 feet said arc being subtended by a chord which bears S 12°43'58" W, a distance of 37.38 feet to the curves end; thence S 61°07'12" W, a distance of 179.42 feet; thence S 76°36'35" W, a distance of 45.18 feet to the Point of Beginning.

LSS-862
2016ANE02121

CONSERVATION EASEMENT 1 (21.75 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, N 89°13'27" E, a distance of 1064.37 feet to a point on the Northwesterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said South line and on said Northwesterly Right of Way line for the next 2 courses, N 40°57'47" E, a distance of 67.93 feet to a point being on a curve, concave Southeast, having a radius of 1539.00 feet and a central angle of 16°23'55"; thence on the arc of said curve, a distance of 440.48 feet said arc being subtended by a chord which bears N 49°09'44" E, a distance of 438.97 feet to the Southwest corner of Proposed School Site; thence departing said Northwesterly Right of Way line and on the Westerly line of said Proposed School Site for the next 3 courses, N 47°17'21" W, a distance of 343.20 feet; thence N 75°33'39" W, a distance of 186.91 feet; thence N 25°47'37" E, a distance of 113.92 feet to on the Northerly line of said Proposed School Site and the Point of Beginning; thence departing said Westerly line and on said Northerly line and on the Easterly line of said Proposed School Site for the next 35 courses, N 84°05'09" E, a distance of 119.09 feet; thence N 63°45'37" E, a distance of 126.50 feet; thence N 40°10'13" E, a distance of 220.49 feet; thence N 62°54'02" E, a distance of 56.34 feet; thence N 18°47'38" E, a distance of 65.27 feet; thence N 35°42'80" W, a distance of 32.12 feet; thence N 52°44'07" E, a distance of 58.53 feet; thence S 60°24'13" E, a distance of 70.38 feet thence N 69°44'16" E, a distance of 111.69 feet; thence S 87°24'42" E, a distance of 66.18 feet; thence N 62°42'01" E, a distance of 189.42 feet; thence N 42°13'17" W, a distance of 94.35 feet thence N 61°27'48" E, a distance of 222.30 feet; thence N 21°06'17" W, a distance of 51.44 feet thence S 70°56'01" E, a distance of 71.65 feet; thence N 61°00'12" E, a distance of 79.83 feet; thence N 79°00'09" E, a distance of 93.64 feet thence N 26°49'22" W, a distance of 118.58 feet, thence N 58°50'25" E, a

distance of 168.18 feet; thence S 13°42'57" E, a distance of 60.34 feet; thence S 47°22'55" E, a distance of 108.03 feet; thence S 12°55'18" E, a distance of 70.78 feet; thence S 44°29'12" E, a distance of 59.65 feet; thence S 82°49'32" E, a distance of 46.38 feet; thence S 44°38'23" E, a distance of 65.30 feet; thence N 52°23'10" E, a distance of 210.62 feet; thence N 73°34'27" E, a distance of 57.05 feet thence S 52°06'44" E, a distance of 89.60 feet; thence S 04°27'35" E, a distance of 98.76 feet; thence S 35°42'37" E, a distance of 103.57 feet; thence N 79°16'28" E, a distance of 40.50 feet thence S 36°33'24" E, a distance of 44.28 feet; thence S 08°08'48" W, a distance of 135.24 feet; thence S 20°05'25" W, a distance of 60.49 feet; thence S 00°33'07" W, a distance of 49.09 feet to a point on the aforesaid Northwesterly Right of Way line of a Proposed 81 foot Roadway and said point being on a curve, concave Southeast, having a radius 1539.00 feet and a central angle of 10°25'18"; thence on said Northwesterly Right of Way line and on the arc of said curve, a distance of 279.93 feet said arc being subtended by a chord which bears N 65°40'05" E, a distance of 279.55 feet to the curves end; thence departing said Northwesterly Right of Way line, N 10°10'20" W, a distance of 237.64 feet thence N 04°21'04" W, a distance of 322.93 feet; thence N 01°36'05" E, a distance of 354.25 feet; thence S 85°16'05" W, a distance of 879.81 feet; thence S 49°55'41" W, a distance of 1856.89 feet; thence S 51°03'46" E, a distance of 33.98 feet thence S 73°55'16" E, a distance of 79.40 feet; thence N 72°43'28" E, a distance of 63.48 feet to the Point of Beginning.

LSS864
2018ANE00227

CONSERVATION EASEMENT A4 (19.48 Ac.) as shown and delineated on Plat of East Nassau - Wildlight PDP-3 / POD 5, recorded as Instrument No. 202245009432 in Official Records Book 2546, Pages 1608 through 1613, inclusive, in the Official Records of Nassau County, Florida, and more particularly described as follows:

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, N 89°13'27" E, a distance of 904.16 feet; thence departing said South line, N 00°46'33" W, a distance of 747.04 feet to the Point of Beginning; thence N 67°26'38" W, a distance of 79.23 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and a central angle of 26°46'19"; thence on the arc of said curve, a distance of 11.68 feet said arc being subtended by a chord which bears N 54°03'29" W, a distance of 11.58 feet to the curves end; thence N 40°40'19" W, a distance of 15.46 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and a central angle of 27°30'02"; thence on the arc of said curve, a distance of 12.00 feet said arc being subtended by a chord which bears N 26°55'18" W, a distance

of 11.88 feet to the curves end; thence N 13°10'17" W, a distance of 84.92 feet; thence N 39°13'48" E, a distance of 122.41 feet; thence N 83°42'41" E, a distance of 145.25 feet; thence N 51°53'36" E, a distance of 60.99 feet; thence N 05°39'57" W, a distance of 60.28 feet; thence N 41°54'07" W, a distance of 157.67 feet; thence N 11°08'51" W, a distance of 12.80 feet; thence N 27°34'17" W, a distance of 99.78 feet; thence N 07°53'43" W, a distance of 90.96 feet; thence N 51°36'02" W, a distance of 161.3 feet; thence N 05°17'06" E, a distance of 111.56 feet; thence N 44°50'53" E, a distance of 415.6 feet; thence N 82°38'18" E, a distance of 188.58 feet; thence S 36°37'59" E, a distance of 31.60 feet; thence N 81°55'51" E, a distance of 107.98 feet; thence N 85°14'10" E, a distance of 196.25 feet; thence S 89°28'12" E, a distance of 179.40 feet; thence S 87°58'39" E, a distance of 305.18 feet; thence N 03°20'31" E, a distance of 5.05 feet; thence S 89°52'12" E, a distance of 44.31 feet; thence N 86°56'42" E, a distance of 227.53 feet; thence S 07°31'46" W, a distance of 4.49 feet; thence S 49°55'41" W, a distance of 1856.89 feet to the Point of Beginning.

EXHIBIT "B"

"Permitted Exceptions"

- (a) Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property;
- (b) Any current or future building or zoning ordinances or any other law or regulation (including environmental protection laws and regulations) of any governmental authority;
- (c) Any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any;
- (d) All current and previous reservations, exceptions and conveyances of record of oil, gas, associated hydrocarbons, minerals and mineral substances, and royalty and other minerals rights and interests of record;
- (e) All claims of governmental authorities in and to those portions of the Property that lie in the bed of any streams, creeks or waterways or other submerged lands or land now or formerly subject to the ebb and flow of tidal waters, or any claims of riparian rights;
- (f) Outstanding easements, encroachments, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, reservations, covenants, agreements, log sale agreements, timber cutting contracts, cemeteries, access rights and other rights in third parties of record or acquired through prescription, adverse possession or otherwise;
- (g) Any and all restrictions of use of the Property due to environmental protection laws, including, without limitation, endangered species and wetlands protection laws, rules, regulations and orders;
and
- (h) All matters of public record.

BILL OF SALE

[CONSERVATION LANDS AND RELATED TRAIL IMPROVEMENTS – PORTIONS OF PHASES 1C-1, 1C-WEST, 1C-2, AND PDP 3 POD 4 AND POD 5]

KNOW ALL MEN BY THESE PRESENTS, on this 28th day of February 2024, that **WILDLIGHT LLC**, a Delaware limited liability company, with a mailing address of 1 Rayonier Way, Wildlight, Florida 32097 (the “**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special-purpose government organized pursuant to Chapter 2017-206, Laws of Florida, with a mailing address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

SEE EXHIBIT A

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that it is the lawful owner of the above-described real property and assets; that said real property and assets are free from all liens and encumbrances; that Seller has good right to sell said real property and assets; that all contractors, subcontractors and materialmen furnishing labor or materials relative to the construction of the real property and assets have been paid in full; and that Seller will warrant and defend the sale of its said real property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever; Grantor represents that, without independent investigation, it has no knowledge of any defects in the Improvements, and hereby assigns, transfers, and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification; and by execution of this document, the Grantor affirmatively represents that it has the contractual right, consent, and lawful authority to any and all forms to take this action in this document in this form. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability provided in section 768.28, Florida Statutes.

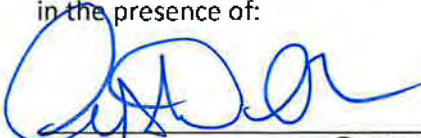
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed as of the day and year first written above.

SELLER:

Signed, sealed and delivered
in the presence of:

WILDLIGHT LLC
a Delaware limited liability company


Print Name: Crystal L. Cook


By: John R. Campbell
Its: Vice President


Print Name: Chrystal C. Dietz

STATE OF FLORIDA
COUNTY OF NASSAU

SWORN TO AND SUBSCRIBED before me by means of physical presence or online
notarization this 28 day of Feb, 2024, by John R. Campbell, as Vice President of Wildlight LLC, a
Delaware limited liability company, on behalf of company.


(Official Notary Signature)
Chrystal C. Dietz

Name: _____

Personally Known _____

OR Produced Identification N/A _____

Type of Identification N/A _____

[notary seal]



EXHIBIT A

[IMPROVEMENTS – WILDLIGHT PDP 3, POD 4 NORTH (PORTION)]

Improvement	District Eligible Cost	Paid to Date (to Developer)	Estimated Future Requisition Amount ("Acquisition Cost")¹
Multi-Use and Mobility Trail Improvements	\$1,089,737.61	\$0	\$1,089,737.61
TOTAL COSTS	\$1,089,737.61	\$0	\$1,089,737.61

¹ Acquisition Cost includes costs associated with mobility trails which are eligible for mobility fee credit to be issued by the County ("Mobility Fee Creditable Improvement"). Payment for such Mobility Fee Creditable Improvement, if any, may further be governed by an agreement between the Developer and the District, which may reduce the estimated eligible Acquisition Cost.

TRAIL IMPROVEMENTS: All multi-use trail system infrastructure improvements, including concrete, aggregate and boardwalk hardscape features, plants, trees, timber, shrubbery, and other landscaping and related facilities constructed in and for the development of Wildlight Phase 1c-1, Phase 1c-West, Phase 1c-2, PDP 3 / Pod 4 North and PDP 3 / Pod 5, all located on portions of the real property described in the following legal description:

SR 200 BOARDWALK AND TRAIL LOCATION:

LSS-828

Conservation Easement C (109.56 Ac.)

SITE 1:

A parcel of land, 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 Mill Grant, Section 50, Township 3 North, Range 27 East, all in Nassau County, Florida and being a portion of East Nassau - Wildlight PDP 3 / Pod 4 North as recorded in Official Record Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida, and being more particularly described as follows:

Begin at the Southwest corner of East Nassau - Wildlight PDP 3 / Pod 4 North as recorded in Official Record Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida said point also being on the Northerly Right of Way line of State Road No. 200 (A1A) (184 foot Right of Way); thence on the Westerly line of said East Nassau - Wildlight PDP 3 / Pod 4 North for the next 63 courses, N 14°34'24" W, a distance of 26.17 feet; thence N 37°44'05" W, a distance of 19.94 feet; thence N 19°00'35" W, a distance of 20.68 feet; thence N 27°51'55" E, a distance of 22.98 feet; thence N 05°35'01" E, a distance of 51.12 feet; thence N 50°18'54" W, a distance of 61.48 feet; thence S 83°17'51" W, a distance of 9.53 feet; thence N 69°59'54" W, a distance of 8.68 feet; thence N 45°00'00" W, a distance of 12.94 feet; thence N 15°00'01" W, a distance of 12.94 feet; thence N 08°14'40" E, a distance of 24.44 feet; thence N 65°02'35" W, a distance of 33.83 feet; thence N 81°48'40" W, a distance of 40.47 feet; thence N 49°28'48" W, a distance of 17.14 feet; thence N 03°50'14" W, a distance of 25.32 feet; thence N 03°50'14" W, a distance of 97.07 feet; thence N 81°07'49" W, a distance of 651.34 feet; thence S 72°16'09" W, a distance of 92.45 feet to a point on a curve, concave Northeast, having a radius of 455.55 feet and a central angle of 64°10'20"; thence on the arc of said curve, a distance of 510.22 feet said arc being subtended by a chord which bears N 14°31'57" W, a distance of 483.97 feet to the curves end; thence N 17°33'13" E, a distance of 148.53 feet; thence S 64°55'33" E, a distance of 91.90 feet; thence S 74°15'37" E, a distance of 64.22 feet; thence N 78°51'30" E, a distance of 44.31 feet; thence S 13°46'00" E, a distance of 9.16 feet; thence N 76°14'00" E, a distance of 20.18 feet; thence N 90°00'00" E, a distance of 58.41 feet to a point on a curve, concave Northeast, having a radius of 282.00 feet and a central angle of 14°35'17"; thence on the arc of said curve, a distance of 71.80 feet said arc being subtended by a chord which bears S 63°05'05" E, a distance of 71.61 feet to a point of compound curvature of a curve having a radius of 207.00 feet and a central angle of 114°29'51"; thence on the arc of said curve, a distance of 413.66 feet said arc being subtended by a chord which bears N 52°22'21" E, a distance of 348.19 feet to the curves

end; thence N 04°52'34" W, a distance of 176.60 feet to the beginning of a curve, concave Southwest, having a radius of 232.00 feet and a central angle of 67°34'13"; thence on the arc of said curve, a distance of 273.60 feet said arc being subtended by a chord which bears N 36°39'41" W, a distance of 258.02 feet to the curves end; thence N 72°26'47" W, a distance of 117.42 feet; thence N 17°33'13" E, a distance of 57.96 feet; thence N 00°00'00" E, a distance of 44.09 feet; thence N 72°30'30" W, a distance of 23.52 feet; thence N 01°32'33" W, a distance of 56.38 feet; thence N 68°29'37" W, a distance of 78.54 feet; thence N 24°23'46" E, a distance of 115.28 feet; thence N 20°24'00" E, a distance of 158.48 feet; thence S 72°26'47" E, a distance of 10.00 feet; thence N 17°33'13" E, a distance of 35.00 feet; thence N 72°26'47" W, a distance of 10.00 feet; thence N 12°48'00" E, a distance of 208.82 feet; thence N 79°41'55" E, a distance of 72.83 feet; thence N 27°39'50" E, a distance of 141.02 feet; thence N 87°53'58" E, a distance of 92.75 feet; thence S 78°08'16" E, a distance of 42.28 feet; thence N 48°30'00" E, a distance of 103.12 feet; thence N 32°52'00" E, a distance of 139.08 feet; thence N 21°11'55" E, a distance of 181.26 feet; thence S 71°22'04" E, a distance of 146.28 feet; thence S 87°22'44" E, a distance of 111.52 feet; thence N 79°52'34" E, a distance of 135.74 feet; thence N 48°14'01" E, a distance of 54.25 feet; thence N 24°41'00" E, a distance of 123.84 feet to the beginning of a curve, concave Northwest, having a radius of 1746.50 feet and a central angle of 6°35'32"; thence on the arc of said curve, a distance of 200.94 feet said arc being subtended by a chord which bears N 21°23'14" E, a distance of 200.83 feet to the curves end; thence N 21°04'05" W, a distance of 9.13 feet; thence N 36°45'46" W, a distance of 75.31 feet; thence N 15°34'40" W, a distance of 60.13 feet; thence N 01°34'30" W, a distance of 154.10 feet; thence N 36°37'12" W, a distance of 37.06 feet; thence N 03°59'54" E, a distance of 228.24 feet; thence N 62°32'01" E, a distance of 79.11 feet; thence N 83°27'07" E, a distance of 115.17 feet; thence S 31°50'36" E, a distance of 1194.22 feet to a point on the Northerly line and on the Westerly line and on the Southerly line of Recreation and/or Community Amenity Tract 3 of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North for the next 17 courses, S 72°22'52" W, a distance of 158.70 feet; thence S 80°30'25" W, a distance of 156.47 feet; thence N 85°06'47" W, a distance of 135.08 feet; thence S 75°26'08" W, a distance of 171.53 feet; thence S 64°17'24" W, a distance of 75.73 feet; thence S 29°48'51" W, a distance of 52.78 feet; thence S 17°04'43" E, a distance of 124.66 feet; thence S 88°37'51" E, a distance of 191.75 feet; thence N 80°45'52" E, a distance of 124.63 feet; thence S 89°17'34" E, a distance of 121.16 feet; thence S 79°09'00" E, a distance of 121.39 feet; thence S 45°00'00" E, a distance of 141.09 feet; thence S 61°01'56" E, a distance of 64.74 feet; thence S 86°39'19" E, a distance of 77.37 feet; thence S 74°29'42" E, a distance of 110.51 feet; thence S 43°13'36" E, a distance of 40.97 feet; thence S 08°13'18" E, a distance of 117.06 feet to a point on the Northerly line of Parcel 4B-2 of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North; thence departing said Southerly line and on said Northerly line and on the Westerly line and Southerly line of said Parcel 4B-2, for the next 32 courses, S 47°57'16" W, a distance of 41.98 feet; thence S 20°44'32" W, a distance of 67.69 feet; thence S 49°58'08" W, a distance of 238.11 feet; thence S 88°40'49" W, a distance of 91.02 feet; thence N 39°42'27" W, a distance of 63.05 feet; thence N 05°56'33" W, a distance of 76.38 feet; thence N 18°03'37" W, a distance of 120.46 feet; thence S 88°42'48" W, a distance of 77.27 feet; thence S 23°21'17" W, a distance of 86.52 feet; thence S 32°13'05" W, a distance of 175.28 feet;

thence S 56°10'10" W, a distance of 80.53 feet; thence S 86°45'31" W, a distance of 116.66 feet; thence N 84°54'43" W, a distance of 60.97 feet; thence S 44°54'23" W, a distance of 67.36 feet; thence S 19°29'30" W, a distance of 63.88 feet; thence S 06°39'28" E, a distance of 144.69 feet; thence S 31°13'47" E, a distance of 268.31 feet; thence S 22°51'44" E, a distance of 285.38 feet; thence N 87°15'10" E, a distance of 199.65 feet; thence N 36°16'37" E, a distance of 60.64 feet; thence N 77°41'53" E, a distance of 137.86 feet; thence N 64°46'11" E, a distance of 65.81 feet; thence N 51°36'56" E, a distance of 87.53 feet; thence N 29°25'11" E, a distance of 132.61 feet; thence N 04°17'28" E, a distance of 53.34 feet; thence N 25°39'08" W, a distance of 72.86 feet; thence N 20°53'17" W, a distance of 127.18 feet; thence N 08°27'18" W, a distance of 73.65 feet; thence N 42°09'12" E, a distance of 62.84 feet; thence N 58°16'02" E, a distance of 162.71 feet; thence N 50°49'28" E, a distance of 257.46 feet; thence S 31°50'36" E, a distance of 300.52 feet; thence S 68°33'07" W, a distance of 26.18 feet to the beginning of a curve, concave Southeast, having a radius of 704.49 feet and a central angle of 5°04'49"; thence on the arc of said curve, a distance of 62.46 feet said arc being subtended by a chord which bears S 06°24'14" W, a distance of 62.44 feet to the curves end; thence N 66°14'02" W, a distance of 7.88 feet; thence S 78°20'27" W, a distance of 81.86 feet; thence S 01°08'48" W, a distance of 153.09 feet; thence S 57°55'14" E, a distance of 6.61 feet; thence S 35°55'48" E, a distance of 99.9 feet; thence S 17°21'32" E, a distance of 67.91 feet; thence S 05°28'03" E, a distance of 34.16 feet; thence S 11°27'35" W, a distance of 38.26 feet to a point on the Northerly line of Parcel 4C of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North; thence on said Northerly line and on the Westerly line of said Parcel 4C for the next 12 courses, S 51°03'00" W, a distance of 147.00 feet; thence S 89°03'41" W, a distance of 96.57 feet; thence S 76°46'32" W, a distance of 47.28 feet; thence S 13°08'19" W, a distance of 77.20 feet; thence S 41°53'01" W, a distance of 72.80 feet; thence S 72°16'43" W, a distance of 72.32 feet; thence S 41°58'32" W, a distance of 120.31 feet; thence S 54°41'23" W, a distance of 213.04 feet; thence S 16°16'24" W, a distance of 101.15 feet; thence S 22°49'46" E, a distance of 75.63 feet; thence N 73°07'46" E, a distance of 312.64 feet; thence S 19°56'16" E, a distance of 165.59 feet to a point on the aforesaid Northerly Right of Way line of Sate Road No. 200 (A1A); thence departing said Westerly line and on said Northerly Right of Way line, S 72°19'01" W, a distance of 1564.87 feet to the Point of Beginning.

FOUNDERS PARK TRAIL AND BOARDWALK LOCATION:

LSS-817
2020ANE00809

Conservation Easement 4B (2.65 Ac.)

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 6085.39 feet; thence departing said North line, S 00°46'33" E, a distance of 319.64 feet to the Point of Beginning; thence S 34°31'52" E, a distance of 263.26 feet; thence S 63°13'56" W, a distance of 52.47 feet; thence S 05°38'48" W, a distance of 45.91 feet; thence S 24°24'42" E, a distance of 58.63 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 89°50'48"; thence on the arc of said curve, a distance of 39.20 feet said arc being subtended by a chord which bears S 20°30'42" W, a distance of 35.31 feet to the curves end; thence S 65°26'05" W, a distance of 78.11 feet; thence S 80°13'16" W, a distance of 12.76 feet; thence N 84°59'33" W, a distance of 56.38 feet; thence N 78°19'32" W, a distance of 47.90 feet; thence S 57°11'25" W, a distance of 73.12 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and central angle of 90°53'40"; thence on the arc of said curve, a distance of 39.66 feet said arc being subtended by a chord which bears N 77°21'46" W, a distance of 35.63 feet to the curves end; thence N 31°54'56" W, a distance of 56.10 feet; thence S 86°29'39" W, a distance of 76.51 feet; thence S 45°13'31" W, a distance of 18.72 feet; thence N 44°46'29" W, a distance of 3.41 feet to the beginning of a curve, concave Southeast, having a radius of 1065.00 feet and central angle of 24°48'33"; thence on the arc of said curve, a distance of 461.14 feet said arc being subtended by a chord which bears N 31°06'22" E, a distance of 457.55 feet to the beginning of a curve, concave Northerly, having a radius of 180.00 feet and central angle of 18°42'44"; thence on the arc of said curve, a distance of 58.79 feet said arc being subtended by a chord which bears N 89°26'58" E, a distance of 58.53 feet to the Point of Beginning.

DESCRIPTION OF ASSOCIATED WORK PRODUCT TO BE ACQUIRED:

Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the above-described improvements.

CONVEYANCE OF CONSERVATION LAND ONLY (NO IMPROVEMENTS ON THE FOLLOWING REAL PROPERTY):

LSS-171
2018ANE00227

CONSERVATION EASEMENT A1 (96.39 Ac)

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 Mill 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 Northeast corner of the Heirs of E. Waterman Mill Grant, Section 39, Township 2 North, Range 26 East, Nassau County, Florida; thence on the East line of said Section 39, S 01°11'47" E, a distance of 1180.32 feet to the Point of Beginning; thence departing said East line, S 70°23'20" W, a distance of 16.31 feet; thence N 16°36'52" W, a distance of 25.03 feet; thence S 70°23'20" W, a distance of 72.12 feet; thence S 85°07'48" W, a distance of 109.08 feet; thence N 67°29'53" W, a distance of 251.35 feet; thence S 56°13'53" W, a distance of 141.94 feet; thence S 08°23'30" W, a distance of 217.38 feet; thence N 82°42'24" E, a distance of 13.97 feet; thence S 30°17'30" E, a distance of 68.94 feet; thence S 71°59'29" E, a distance of 66.25 feet; thence N 47°47'00" E, a distance of 71.34 feet; thence S 42°13'00" E, a distance of 303.71 feet to a point on the Northerly line of those lands described in Official Record Book 1484, Page 1762 of the Public Records of Nassau County, Florida; thence on said Northerly line, S 73°24'10" W, a distance of 836.77 feet to a point on the Easterly Limited Access Right of Way line of Interstate 95 (300 foot Right of Way); thence departing said Northerly line and on said Easterly Limited Access Right of Way line, N 16°36'54" W, a distance of 3294.77 feet; thence departing said Easterly Limited Access Right of Way line, N 74°24'36" E, a distance of 87.21 feet; thence S 79°40'45" E, a distance of 17.95 feet; thence S 10°18'17" W, a distance of 14.31 feet; thence N 75°01'00" E, a distance of 822.12 feet; thence S 01°16'23" W, a distance of 114.36 feet; thence S 16°00'53" W, a distance of 43.14 feet; thence S 25°15'42" W, a distance of 45.92 feet; thence S 09°38'15" W, a distance of 26.88 feet; thence S 25°26'43" E, a distance of 68.66 feet; thence S 19°17'24" E, a distance of 42.38 feet; thence S 04°32'53" W, a distance of 44.14 feet; thence S 27°43'07" W, a distance of 33.32 feet; thence S 25°53'13" E, a distance of 37.79 feet; thence S 43°27'07" E, a distance of 52.35 feet; thence S 55°18'17" E, a distance of 79.06 feet; thence S 25°20'46" E, a distance of 52.56 feet; thence S 23°53'28" W, a distance of 81.48 feet; thence S 04°44'43" W, a distance of 73.59 feet; thence S 00°09'27" W, a distance of 201.04 feet; thence N 90°00'00" E, a distance of 25.40 feet; thence S 57°43'28" E, a distance of 94.77 feet; thence S 00°00'00" E, a distance of 26.67 feet; thence N 89°04'37" E, a distance of 237.59 feet; thence N 83°33'39" E, a distance of 257.07 feet; thence N 69°24'39" E, a distance of 305.13 feet; thence S 15°50'39" E, a distance of 186.66 feet; thence S 21°51'25" E, a distance of 205.51 feet; thence S 05°19'58" W, a distance of 50.12 feet; thence S 80°13'15" W, a distance of 519.4 feet; thence N 82°43'00" W, a distance of 161.39 feet; thence S 80°37'04" W, a distance of 59.90 feet; thence S 50°30'49" W, a distance of 68.74 feet; thence S 38°17'04" W, a distance of 148.13 feet; thence S 48°55'08" W, a distance of 46.82 feet; thence S 34°53'58" W, a distance of 41.63 feet; thence S 10°23'33" W, a distance of 68.81 feet; thence S 55°33'58" E, a distance of 44.36 feet; thence S 62°22'02" E, a distance of 104.79 feet; thence S 73°18'49" E, a distance of 200.58 feet; thence N 84°24'08" E, a distance of 87.38 feet; thence S 76°27'22" E, a distance of 100.35 feet; thence N 80°58'11" E, a distance of 95.00 feet; thence N 21°01'44" W, a distance of 43.39 feet; thence N 11°54'31" W, a distance of 116.9 feet; thence N 07°21'54" E, a distance of 97.61 feet; thence N 48°27'51" E, a distance of 18.25 feet; thence S 88°54'35" E, a distance of 150.91 feet; thence S 73°52'32" E, a distance of 103.77 feet;

thence S 65°28'07" E, a distance of 82.42 feet; thence N 37°08'03" E, a distance of 51.74 feet; thence N 20°26'26" W, a distance of 80.67 feet; thence N 20°08'47" E, a distance of 109.68 feet; thence N 74°02'29" E, a distance of 71.92 feet; thence S 38°02'38" E, a distance of 42.06 feet; thence S 31°49'53" E, a distance of 88.02 feet; thence S 48°29'04" E, a distance of 180.3 feet; thence S 56°59'37" E, a distance of 138.00 feet; thence S 63°26'56" E, a distance of 202.68 feet; thence S 60°41'33" E, a distance of 161.45 feet; thence S 86°25'10" E, a distance of 98.78 feet; thence S 60°36'40" W, a distance of 9.73 feet; thence S 50°55'41" E, a distance of 57.88 feet; thence S 39°58'43" E, a distance of 203.72 feet; thence S 40°18'25" E, a distance of 13.39 feet; thence S 18°25'58" E, a distance of 66.83 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and a central angle of 56°33'31"; thence on the arc of said curve, a distance of 24.68 feet said arc being subtended by a chord which bears S 09°50'47" W, a distance of 23.69 feet to the curves end; thence S 38°07'33" W, a distance of 91.43 feet; thence S 48°38'18" W, a distance of 82.91 feet; thence S 06°37'48" E, a distance of 30.00 feet; thence S 04°04'32" E, a distance of 95.39 feet; thence S 19°27'49" W, a distance of 42.96 feet; thence S 80°47'37" W, a distance of 265.11 feet; thence N 08°57'11" W, a distance of 5.04 feet; thence N 45°36'54" W, a distance of 24.58 feet; thence S 72°59'47" W, a distance of 47.32 feet; thence S 14°39'50" W, a distance of 20.63 feet; thence S 80°24'47" W, a distance of 219.03 feet; thence N 54°35'13" W, a distance of 85.08 feet; thence S 68°34'20" W, a distance of 262.29 feet; thence S 80°22'02" W, a distance of 77.44 feet; thence S 70°23'20" W, a distance of 3.73 feet to the Point of Beginning.

LESS AND EXCEPT

(LSS-361 - LSP1237) 25' MOBILITY TRAIL EASEMENT A (0.90Ac.)

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, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, Nassau County, Florida; thence on the West line of said Section 44, S 01°11'47" E, a distance of 1180.32 feet to the Point of Beginning; thence N 70°23'20" E, a distance of 3.73 feet; thence N 80°22'02" E, a distance of 77.44 feet; thence N 68°34'20" E, a distance of 262.29 feet; thence S 54°35'13" E, a distance of 85.08 feet; thence N 80°24'47" E, a distance of 219.03 feet; thence N 14°39'50" E, a distance of 20.63 feet; thence N 72°59'47" E, a distance of 47.32 feet; thence S 45°36'54" E, a distance of 24.58 feet; thence S 08°57'11" E, a distance of 5.04 feet; thence N 60°47'37" E, a distance of 265.11 feet; thence N 19°27'49" E, a distance of 42.96 feet; thence N 04°04'32" W, a distance of 95.39 feet; thence N 06°37'48" W, a distance of 30.00 feet; thence N 48°38'18" E, a distance of 82.91 feet; thence N 38°07'33" E, a distance of 91.43 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and a central angle of 56°33'31"; thence on the arc of said curve, a distance of 24.68 feet said arc being subtended by a chord which bears N 09°50'47" E, a distance of 23.69 feet to the curves end; thence N 18°25'58" W, a

distance of 66.83 feet; thence N 40°18'25" W, a distance of 13.39 feet; thence N 49°41'35" E, a distance of 59.16 feet to a point on the Westerly Right of Way line of Wildlight Avenue (81 foot Right of Way); thence on said Westerly Right of Way line, N 48°38'41" W, a distance of 25.15 feet; thence departing said Westerly Right of Way line, S 49°41'35" W, a distance of 81.38 feet; thence S 40°18'25" E, a distance of 33.58 feet; thence S 18°25'58" E, a distance of 61.99 feet; thence S 38°07'33" W, a distance of 89.13 feet; thence S 48°38'18" W, a distance of 93.70 feet; thence S 06°37'48" E, a distance of 42.53 feet; thence S 04°04'32" E, a distance of 89.62 feet; thence S 19°27'49" W, a distance of 28.32 feet; thence S 60°47'37" W, a distance of 233.85 feet; thence N 45°36'54" W, a distance of 25.65 feet; thence S 72°59'47" W, a distance of 76.11 feet; thence S 14°39'50" W, a distance of 18.43 feet; thence S 80°24'47" W, a distance of 192.51 feet; thence N 54°35'13" W, a distance of 88.25 feet; thence S 68°34'20" W, a distance of 273.24 feet; thence S 80°22'02" W, a distance of 72.90 feet; thence N 16°36'52" W, a distance of 25.75 feet; thence S 70°23'20" W, a distance of 35.11 feet; thence S 16°37'11" E, a distance of 25.03 feet; thence N 70°23'20" E, a distance of 10.07 feet; thence S 16°36'52" E, a distance of 25.03 feet; thence N 70°23'20" E, a distance of 16.31 feet to the Point of Beginning.

LESS AND EXCEPT

(LSS-319 - LSP1354) Trail Easement 4: (1.04 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 39, Township 2 North, Range 26 East and 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 Northwest corner of Tract 5, as shown on the plat of East Nassau - Wildlight Phase 1c-West, recorded in Plat Book 2239, Pages 1149 and 1150 of the public records of Nassau County, Florida; thence S 43°21'19" W, a distance of 12.50 feet; thence S 49°40'53" E, a distance of 214.66 feet; thence S 10°08'44" E, a distance of 86.04 feet; thence S 46°38'41" E, a distance of 32.67 feet to a point on the Northwestern Right of Way line of Wildlight Avenue (81 foot Right of Way); thence on said Northwestern Right of Way line, S 43°21'19" W, a distance of 53.70 feet to a point on the Westerly Right of Way line of said Wildlight Avenue; thence departing said Northwestern Right of Way line and on said Westerly Right of Way line, S 46°38'41" E, a distance of 204.07 feet; thence departing said Westerly Right of Way line, S 13°12'31" W, a distance of 31.65 feet to the Point of Beginning; thence S 64°40'38" W, a distance of 47.25 feet; thence S 83°00'57" W, a distance of 107.72 feet; thence N 88°42'40" W, a distance of 118.89 feet; thence S 73°39'58" W, a distance of 107.18 feet; thence S 59°25'03" W, a distance of 187.55 feet; thence S 55°21'32" W, a distance of 98.56 feet; thence S 50°53'39" W, a distance of 159.61 feet; thence S 37°25'13" W, a distance of 62.82 feet; thence S 02°52'14" E, a distance of 70.32 feet; thence S 45°28'05" W, a distance of 80.12 feet; thence S 54°29'53" W, a distance of 306.84 feet; thence S 47°12'03" W, a distance of 52.57 feet; thence S 1°33'11" W, a distance of 118.24 feet to the Northerly line of Pond Tract 1 of aforesaid East Nassau - Wildlight Phase 1c-West; thence on said Northerly line, N 67°29'53" W, a distance of 120.58 feet; thence departing said Northerly line,

N47°12'03" E, a distance of 44.25 feet; thence N 17°56'56" W, a distance of 57.42 feet; thence N 72°03'04" E, a distance of 40.00 feet; thence S 17°56'56" E, a distance of 38.89 feet; thence N 47°12'03" E, a distance of 98.88 feet; thence N 54°29'53" E, a distance of 306.46 feet; thence N 45°28'05" E, a distance of 66.93 feet; thence N 02°52'14" W, a distance of 68.27 feet; thence N 37°25'13" E, a distance of 74.94 feet; thence N 50°53'39" E, a distance of 163.54 feet; thence N 55°21'32" E, a distance of 100.42 feet; thence N 59°25'03" E, a distance of 191.56 feet; thence N 73°39'58" E, a distance of 114.18 feet; thence S 88°42'40" E, a distance of 120.96 feet; thence N 83°00'57" E, a distance of 101.88 feet; thence N 64°40'38" E, a distance of 31.17 feet; thence S 51°03'26" E, a distance of 27.75 feet to the Point of Beginning.

LSS-172
2017ANE00600

CONSERVATION EASEMENT "H" (18.37 Ac)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 90 foot Roadway (90 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line of said Proposed 90 foot Roadway and on the arc of said curve, for the next 2 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 366.85 feet to a point on the Easterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said Southeasterly Right of Way line and on said Easterly Right of Way line for the next 5 courses, S 46°38'41" E, a distance of 396.54 feet to the beginning of a curve, concave Northeast, having a radius of 3779.50 feet and a central angle of 9°00'40"; thence on the arc of said curve, a distance of 594.42 feet said arc being subtended by a chord which bears S 51°09'01" E, a distance of 593.81 feet to the curves end; thence S 34°20'39" W, a distance of 1.46 feet to a point on a curve, concave Northeast, having a radius of 3781.00 feet and a central angle of 1°21'32"; thence on the arc of said curve, a distance of 89.68 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 89.68 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet; thence departing said Easterly Right of Way line, S 32°59'07" W, a distance 81.00 feet to a point on the Westerly Right of Way line of the aforesaid Proposed 81 foot Roadway; thence departing said Westerly Right of Way line, S 32°59'07" W, a distance of 59.72 feet; thence S 12°57'19" W, a distance of 89.42 feet; thence S 84°11'10" W, a distance of 97.15 feet; thence S 34°11'08" W, a distance of 108.34 feet; thence N 72°56'26" W, a distance of 29.97 feet; thence S 34°11'08" W, a

distance of 40.07 feet; thence S 38°41'19" E, a distance of 29.97 feet; thence S 34°11'08" W, a distance of 171.22 feet; thence S 72°31'46" W, a distance of 12.29 feet; thence S 72°31'46" W, 22.07 feet to the Point of Beginning; thence S 72°31'46" W, a distance of 19.08 feet; thence S 68°01'03" W, a distance of 25.33 feet; thence N 55°42'52" W, a distance of 34.22 feet; thence N 31°41'41" W, a distance of 15.70 feet; thence N 69°06'01" W, a distance of 44.35 feet; thence S 53°38'52" W, a distance of 78.89 feet; thence S 34°29'56" W, a distance of 63.47 feet; thence S 30°10'18" W, a distance of 53.84 feet; thence S 08°52'58" W, a distance of 75.36 feet; thence S 04°27'18" E, a distance of 71.22 feet; thence S 46°28'10" E, a distance of 49.08 feet; thence S 32°37'20" E, a distance of 66.03 feet; thence S 26°04'01" W, a distance of 53.75 feet; thence S 37°58'50" W, a distance of 57.84 feet; thence S 62°34'51" W, a distance of 29.37 feet; thence N 48°20'37" W, a distance of 55.02 feet; thence S 51°56'53" W, a distance of 79.17 feet; thence S 20°35'12" E, a distance of 20.03 feet; thence S 09°17'49" W, a distance of 70.58 feet; thence S 20°46'35" E, a distance of 32.56 feet; thence S 07°14'02" E, a distance of 103.53 feet; thence S 07°44'37" W, a distance of 22.34 feet; thence S 59°24'58" W, a distance of 62.46 feet; thence S 14°54'14" W, a distance of 54.69 feet; thence S 21°40'07" E, a distance of 22.14 feet; thence S 55°24'30" E, a distance of 68.83 feet; thence S 69°59'57" E, a distance of 62.64 feet; thence S 17°28'37" E, a distance of 16.02 feet; thence S 82°18'02" W, a distance of 20.50 feet; thence S 17°43'51" E, a distance of 22.96 feet to a point on the Northerly Right of Way line of Florida Power & Light Company (100 foot Easement for Right of Way) as recorded in Official Record Book 123, Page 284 of the Public Records of Nassau County, Florida; thence on said Northerly Right of Way line for the next 2 courses, S 72°16'09" W, a distance of 96.12 feet; thence S 89°02'41" W, a distance of 853.11 feet to a point on the Easterly line of those lands described in Official Record Book 956, Page 1636 of said Public Records; thence departing said Northerly Right of Way line and on said Easterly line, N 16°36'59" W, a distance of 487.28 feet; thence departing said Easterly line, N 86°16'16" E, a distance of 91.43 feet; thence N 74°52'14" E, a distance of 138.89 feet; thence S 87°37'00" E, a distance of 75.78 feet; thence S 69°16'33" E, a distance of 86.85 feet; thence S 57°48'26" E, a distance of 63.54 feet; thence N 75°58'23" E, a distance of 32.37 feet; thence N 34°49'55" E, a distance of 122.89 feet; thence N 86°56'01" E, a distance of 39.10 feet; thence S 69°46'12" E, a distance of 33.41 feet; thence N 70°57'47" E, a distance of 115.97 feet; thence N 14°11'09" E, a distance of 146.72 feet; thence N 16°15'48" E, a distance of 130.05 feet; thence N 04°01'00" E, a distance of 49.81 feet; thence N 20°09'03" E, a distance of 47.56 feet; thence N 31°50'57" E, a distance of 48.05 feet; thence N 11°08'24" E, a distance of 156.74 feet; thence N 57°58'41" E, a distance of 98.10 feet; thence N 49°58'36" E, a distance of 61.31 feet; thence N 40°51'52" E, a distance of 97.94 feet; thence N 22°51'02" E, a distance of 62.00 feet; thence N 01°11'39" W, a distance of 150.20 feet; thence N 56°12'50" E, a distance of 16.17 feet; thence S 17°47'08" E, a distance of 91.18 feet; thence S 35°50'13" E, a distance of 22.23 feet; thence S 29°08'26" E, a distance of 376.39 feet; thence S 29°56'40" E, a distance of 142.03 feet to the Point of Beginning.

LSS-330
2017ANE00595

CONSERVATION EASEMENT A (5.42 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a 81 foot Roadway Parcel "A" (81 foot Right of Way) as recorded in Official Record Book 1981, Page 163 of the Public records of Nassau County, Florida, said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said 81 foot Roadway and on the Easterly Right of Way line of a 81 foot Roadway Parcel "B" (81 foot Right of Way) of those lands described in Official Record Book 1981, Page 163 of the Public Records of Nassau County, Florida and on the arc of said curve, for the next 7 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 14°52'36"; thence on the arc of said curve, a distance of 378.95 feet said arc being subtended by a chord which bears S 49°34'35" E, a distance of 377.89 feet; thence S 57°00'53" E, a distance of 169.65 feet to the Point of Beginning; thence continue on said Easterly Right of Way line of a 81 foot Roadway Parcel "B", S 57°00'53" E, a distance of 462.58 feet; thence departing said Easterly Right of Way line of a 81 foot Roadway Parcel "B", S 88°09'19" E, a distance of 51.91 feet; thence N 54°08'46" E, a distance of 44.59 feet; thence N 13°24'35" E, a distance of 34.26 feet; thence N 63°21'15" E, a distance of 44.92 feet; thence N 39°54'02" E, a distance of 64.70 feet; thence N 81°27'53" E, a distance of 91.05 feet; thence N 65°45'01" E, a distance of 56.27 feet; thence S 88°16'23" E, a distance of 37.88 feet; thence N 39°13'01" E, a distance of 112.75 feet; thence N 55°08'36" E, a distance of 48.92 feet; thence N 34°48'42" E, a distance of 65.79 feet; thence N 18°48'32" E, a distance of 124.04 feet; thence N 52°02'57" E, a distance of 14.08 feet to a point on the Westerly line of a Proposed 15 foot Trail Easement; thence on said Westerly line, N 33°15'25" W, a distance of 79.85 feet to a point on the Southerly line of Conservation Easement 4A; thence departing said Westerly line and on said Southerly line for the next 13 courses, S 82°57'37" W, a distance of 20.29 feet; thence S 81°38'06" W, a distance of

112.70 feet; thence S 59°50'30" W, a distance of 59.74 feet; thence S 45°56'46" W, a distance of 91.67 feet; thence N 78°51'59" W, a distance of 126.84 feet; thence S 66°37'31" W, a distance of 46.27 feet; thence S 51°42'45" W, a distance of 85.19 feet; thence S 31°52'35" W, a distance of 53.35 feet; thence S 77°17'04" W, a distance of 78.71 feet; thence N 80°09'20" W, a distance of 71.37 feet; thence N 78°04'45" W, a distance of 183.83 feet; thence S 42°53'46" W, a distance of 40.40 feet; thence S 26°15'50" W, a distance of 80.34 feet to the Point of Beginning.

LSS-331
2016ANE02122

CONSERVATION EASEMENT 4A (2.92 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said Proposed 81 foot Roadway and on the arc of said curve, for the next 8 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 13°58'04"; thence on the arc of said curve, a distance of 355.80 feet said arc being subtended by a chord which bears S 49°07'20" E, a distance of 354.92 feet to a point on the Northerly line of Nassau A1A Tract - North of those lands described in Official Record Book 1271, Page 897 of the Public Records of Nassau County, Florida said point also being on a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 0°54'31"; thence continue on the arc of said curve, a distance of 23.15 feet said arc being subtended by a chord which bears S 56°33'38" E, a distance of 23.15 feet to the curves end; thence S 57°00'53" E, a distance of 107.45 feet to the Point of Beginning; thence N 37°13'26" E, a distance of 138.19 feet; thence N 53°12'22" E, a distance of 84.10 feet; thence N 72°29'05" E, a distance of 118.45 feet; thence

N 81°59'57" E, a distance of 128.08 feet; thence N 73°07'53"E, a distance of 290.78 feet; thence N 69°25'51"E, a distance of 210.67 feet to a point on the Westerly line of a Proposed Trail Easement; thence on said Westerly line, S 33°15'25" E, a distance of 158.77 feet; thence departing said Westerly line, S 82°57'37" W, a distance of 20.29 feet; thence S 81°38'06" W, a distance of 112.70 feet; thence S 59°50'30" W, a distance of 59.74 feet; thence S 45°56'46" W, a distance of 91.67 feet; thence N 78°51'59" W, a distance of 126.84 feet; thence S 66°37'31" W, a distance of 46.27 feet; thence S 51°42'45" W, a distance of 85.19 feet; thence S 31°52'35" W, a distance of 53.35 feet; thence S 77°17'04" W, a distance of 78.71 feet; thence N 80°09'20" W, a distance of 71.37 feet; thence N 78°04'45" W, a distance of 183.83 feet; thence S 42°53'46" W, a distance of 40.40 feet; thence S 26°15'50" W, a distance of 80.34 feet; thence N 57°00'53" W, a distance of 82.20 feet to the Point of Beginning.

LSS-339
2016ANE02122

CONSERVATION EASEMENT 4B (1.94 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said Proposed 81 foot Roadway and on the arc of said curve, for the next 8 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 13°58'04"; thence on the arc of said curve, a distance of 355.80 feet said arc being subtended by a chord which bears S 49°07'20" E, a distance of 354.92 feet to a point on the Northerly line of Nassau A1A Tract - North of those lands described in Official Record Book 1271, Page 897 of the Public Records of Nassau County, Florida said point also being on a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 0°54'31"; thence continue on the arc of said curve, a distance of 23.15

feet said arc being subtended by a chord which bears S 56°33'38" E, a distance of 23.15 feet to the curves end; thence S 57°00'53" E, a distance of 107.45 feet; thence N 37°13'26" E, a distance of 138.19 feet; thence N 53°12'22" E, a distance of 84.10 feet; thence N 72°29'05" E, a distance of 118.45 feet; thence N 81°59'57" E, a distance of 128.08 feet; thence N 73°07'53" E, a distance of 290.78 feet; thence N 69°25'51" E, a distance of 210.67 feet to a point on the Westerly line of a Proposed Trail Easement; thence N 66°48'49" E, a distance of 15.23 feet to a point on the Easterly line of said Proposed Trail Easement and the Point of Beginning; thence N 59°24'57" E, a distance of 176.01 feet; thence N 37°15'56" E, a distance of 36.24 feet; thence N 82°53'04" E, a distance of 54.36 feet; thence N 47°47'37" E, a distance of 152.43 feet; thence S 89°26'35" E, a distance of 140.78 feet; thence N 72°11'48" E, a distance of 307.61 feet; thence N 76°54'29" E, a distance of 109.43 feet; thence N 84°43'04" E, a distance of 129.04 feet; thence N 87°17'54" E, a distance of 68.73 feet; thence S 12°31'43" W, a distance of 37.53 feet; thence S 79°12'26" W, a distance of 90.20 feet; thence S 80°51'47" W, a distance of 69.77 feet; thence S 22°43'55" W, a distance of 15.99 feet; thence S 79°13'46" W, a distance of 40.70 feet; thence N 67°57'20" W, a distance of 50.51 feet; thence S 81°18'31" W, a distance of 90.36 feet; thence S 66°21'30" W, a distance of 88.30 feet; thence S 51°30'00" W, a distance of 61.79 feet; thence S 63°53'40" W, a distance of 116.09 feet; thence N 69°46'31" W, a distance of 52.73 feet; thence S 73°48'38" W, a distance of 84.06 feet; thence S 58°23'34" W, a distance of 79.50 feet; thence S 28°48'39" W, a distance of 59.44 feet; thence S 43°00'48" W, a distance of 97.25 feet; thence S 04°33'08" W, a distance of 62.22 feet; thence S 49°09'49" W, a distance of 41.27 feet; thence S 60°41'56" W, a distance of 56.52 feet; thence S 82°57'37" W, a distance of 28.49 feet to a point on the aforesaid Easterly line of a Proposed Trail Easement; thence on said Easterly line, N 33°15'25" W, a distance of 163.49 feet to the Point of Beginning.

LESS AND EXCEPT (0.01 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said Proposed 81 foot Roadway and on the arc of said curve, for the next 8 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having

a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 13°58'04"; thence on the arc of said curve, a distance of 355.80 feet said arc being subtended by a chord which bears S 49°07'20" E, a distance of 354.92 feet to a point on the Northerly line of Nassau A1A Tract – North of those lands described in Official Record Book 1271, Page 897 of the Public Records of Nassau County, Florida said point also being on a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 0°54'31"; thence continue on the arc of said curve, a distance of 23.15 feet said arc being subtended by a chord which bears S 58°33'38" E, a distance of 23.15 feet to the curves end; thence S 57°00'53" E, a distance of 107.45 feet; thence N 37°13'26" E, a distance of 138.19 feet; thence N 53°12'22" E, a distance of 84.10 feet; thence N 72°29'05" E, a distance of 118.45 feet; thence N 81°59'57" E, a distance of 128.08 feet; thence N 73°07'53" E, a distance of 290.78 feet; thence N 69°25'51" E, a distance of 210.67 feet to a point on the Westerly line of a Proposed Trail Easement; thence N 66°48'49" E, a distance of 15.23 feet to a point on the Easterly line of said Proposed Trail Easement; thence N 59°24'57" E, a distance of 176.01 feet; thence N 37°15'56" E, a distance of 36.24 feet; thence N 82°53'04" E, a distance of 54.36 feet; thence N 47°47'37" E, a distance of 152.43 feet; thence S 89°26'35" E, a distance of 140.78 feet; thence N 72°11'48" E, a distance of 307.61 feet; thence N 76°54'29" E, a distance of 109.43 feet; thence N 84°43'04" E, a distance of 129.04 feet; thence N 87°17'54" E, a distance of 55.35 feet to the Point of Beginning; thence continue N 87°17'54" E, a distance of 13.38 feet; thence S 12°31'43" W, a distance of 37.53 feet; thence S 79°12'26" W, a distance of 21.71 feet; thence N 21°53'00" E, a distance of 43.18 feet to the Point of Beginning.

LSS-340
2018ANE00227

CONSERVATION EASEMENT A6 (0.26 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 2703.04 feet; thence departing said North line, S 00°46'33" E, a distance of 387.32 feet to the Point of Beginning; thence N 59°09'00" E, a distance of 91.52 feet; thence S 89°26'35" E, a distance of 114.72 feet; thence S 47°47'37" W, a distance of 152.43 feet; thence S 82°53'04" W, a distance of 43.68 feet; thence N 30°51'00" W, a distance of 72.22 feet to the Point of Beginning.

LSS-341
2016ANE02121

CONSERVATION EASEMENT 2 (15.50 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East and being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 39°10'59"; thence departing said South line and on said Southeasterly Right of Way line and on the arc of said curve, for the next 3 courses, a distance of 997.09 feet said arc being subtended by a chord which bears N 60°43'31" E, a distance of 977.77 feet to the curves end; thence N 80°19'01" E, a distance of 158.56 feet to the beginning of a curve, concave Northwest, having a radius of 1542.00 feet and a central angle of 6°28'49"; thence on the arc of said curve, a distance of 174.41 feet said arc being subtended by a chord which bears N 77°04'36" E, a distance of 174.31 feet to the Point of Beginning; thence continue on said Southeasterly Right of Way line and on the arc of said curve, a distance of 89.76 and a central angle of 3°20'07", said arc being subtended by a chord which bears N 72°10'08" E, a distance of 89.75 feet; thence departing said Southeasterly Right of Way line, S 58°25'42" E, a distance of 77.99 feet; thence S 53°44'22" E, a distance of 112.07 feet; thence S 67°56'27" E, a distance of 125.86 feet; thence N 74°02'38" E, a distance of 107.86 feet, thence N 41°25'50" E, a distance of 98.53 feet; thence N 06°55'49" E, a distance of 88.22 feet; thence N 23°22'25" W, a distance of 67.03 feet; thence N 12°17'33" W, a distance of 67.70 feet; thence N 38°23'20" W, a distance of 45.73 feet to a point on the aforesaid Southeasterly Right of Way line and on a curve, concave Northwest, having a radius 1542.00 feet and a central angle of 1°16'22"; thence on the arc of said curve, for the next 3 courses a distance of 34.25 feet said arc being subtended by a chord which bears N 53°44'00" E, a distance of 34.25 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 22°37'27"; thence on the arc of said curve, a distance of 575.71 feet said arc being subtended by a chord which bears N 64°24'32" E, a distance of 571.98 feet to the curves end; thence departing said Southeasterly Right of Way line, S 21°35'51" E, a distance of 325.07 feet, thence S 25°07'16" E, a distance of 153.70 feet; thence S 62°53'03" W, a distance of 413.21 feet; thence S 65°10'07" W, a distance of 258.63 feet; thence S 51°53'01" W, a distance of 398.81 feet; thence S 53°28'10" W, a distance of 140.60 feet; thence S 46°54'32" W, a distance of 147.26 feet; thence N 84°07'30" W, a distance of 77.24 feet; thence N 56°42'39" W, a distance of 136.64 feet, thence N 43°35'05" W, a distance of 109.02

feet; thence N 29°09'38" W, a distance of 114.70 feet; thence N 01°35'14" W, a distance of 139.65 feet; thence N 28°10'35" E, a distance of 139.33 feet; thence N 75°52'46" E, a distance of 76.35 feet; thence N 41°36'24" E, a distance of 146.29 feet to the Point of Beginning.

LESS AND EXCEPT Pond Tract 13, designated as Pond 13 Drainage Easement on Plat of Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida, which was conveyed to the East Nassau Stewardship District by Special Warranty Deed from Wildlight LLC, dated July 6, 2022, and recorded in OR Book 2576, Page 328.

LSS-349
2017ANE00600

CONSERVATION EASEMENT "G" (4.95 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 90 foot Roadway (90 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line of said Proposed 90 foot Roadway and on the arc of said curve, for the next 2 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 366.85 feet to a point on the Easterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said Southeasterly Right of Way line and on said Easterly Right of Way line for the next 5 courses, S 46°38'41" E, a distance of 396.54 feet to the beginning of a curve, concave Northeast, having a radius of 3779.50 feet and a central angle of 9°00'40"; thence on the arc of said curve, a distance of 594.42 feet said arc being subtended by a chord which bears S 51°09'01" E, a distance of 593.81 feet to the curves end; thence S 34°20'39" W, a distance of 1.46 feet to a point on a curve, concave Northeast, having a radius of 3781.00 feet and a central angle of 1°21'32"; thence on the arc of said curve, a distance of 89.68 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 89.68 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet; thence departing said Easterly Right of Way line, S 32°59'07" W, a distance 81.00 feet to a point on the Westerly Right of Way line of the aforesaid Proposed 81 foot Roadway and the Point of Beginning; thence departing said Westerly Right of Way line, S 32°59'07" W, a distance of 59.72 feet; thence S 12°57'19" W, a

distance of 69.42 feet; thence S 84°11'10" W, a distance of 97.15 feet; thence S 34°11'08" W, a distance of 108.34 feet; thence N 72°56'26" W, a distance of 29.97 feet; thence S 34°11'08" W, a distance of 40.07 feet; thence S 38°41'19" E, a distance of 29.97 feet; thence S 34°11'08" W, a distance of 171.22 feet; thence S 72°31'46" W, a distance of 12.29 feet; thence N 30°12'06" W, a distance of 113.5 feet; thence N 28°39'13" W, a distance of 166.00 feet; thence N 30°52'05" W, a distance of 126.82 feet; thence N 26°37'27" W, a distance of 106.03 feet; thence N 21°14'18" W, a distance of 125.46 feet; thence N 56°12'50" E, a distance of 22.09 feet; thence N 72°01'51" E, a distance of 91.10 feet; thence N 44°50'02" E, a distance of 132.43 feet to a point on the aforesaid Westerly Right of Way line of a Proposed 81 foot Roadway said point being on a curve, concave Northeast, having a radius of 3862.00 feet and a central angle of 1°21'32"; thence on said Westerly Right of Way line and on the arc of said curve for the next 2 courses, a distance of 91.60 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 91.60 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet to the Point of Beginning.

LESS & EXCEPT LSS3160 - LSP-1237 Trail Easement B (0.90 Ac.)

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 Southwesterly corner of Wildlight Avenue (78 foot Right of Way) as shown on Plat of Market Street Office Site as recorded in Plat Book 8, Pages 156, 157, 158, 159 and 160 of the Public Records of Nassau County, Florida; thence on the Westerly Right of Way line of Wildlight Avenue (81 foot Right of Way) for the next 5 courses, S 32°59'07" W, a distance of 3.00 feet; thence N 57°00'53" W, a distance of 436.40 feet to the beginning of a curve, concave Northeast, having a radius of 3862.00 feet and a central angle of 0°59'17"; thence on the arc of said curve, a distance of 66.60 feet said arc being subtended by a chord which bears N 56°31'15" W, a distance of 66.60 feet to the Point of Beginning; thence departing said Westerly Right of Way line, S 34°0'39" W, a distance of 2.38 feet; thence S 44°50'02" W, a distance of 140.77 feet; thence S 72°01'51" W, a distance of 93.67 feet; thence S 56°12'50" W, a distance of 24.19 feet to a point on the Westerly line of Conservation Easement "G" as recorded in Official Record Book 2158, Page 1983 of the Public Records of Nassau County, Florida; thence on said Westerly line for the next 5 courses, S 21°14'18" E, a distance of 99.84 feet; thence S 26°37'27" E, a distance of 106.03 feet; thence S 30°52'05" E, a distance of 126.82 feet; thence S 28°39'13" E, a distance of 166.00 feet; thence S 30°12'06" E, a distance of 113.50 feet to a point on the Westerly line of Tract "A" of East Nassau - Wildlight Phase 1a as recorded in Plat Book 8, Pages 203-213 of the Public Records of Nassau County, Florida; thence departing said Westerly line and on said Westerly line, S 72°31'46" W, a distance of 22.07 feet to the Southeast corner of Conservation Easement "H" as recorded in said Official Record Book 2158, Page 1983; thence departing said Westerly line and on the Easterly of said Conservation Easement "H" for the next 4 courses, N 29°56'40" W, a distance of 142.03 feet; thence N 29°08'26" W, a distance of 376.39 feet; thence N 35°50'13" W, a distance of 22.23 feet; thence

N 17°47'08" W, a distance of 91.18 feet to the Northeast corner of said Conservation Easement "H"; thence departing said Easterly line and on the Westerly prolongation of the North line of aforesaid Conservation Easement "G" and on the said North line of Conservation Easement "G" for the next 3 courses, N 56°12'50" E, a distance of 47.81 feet; thence N 72°01'51" E, a distance of 91.10 feet; thence N 44°50'02" E, a distance of 132.43 feet to the beginning of a curve, concave Northeast, having a radius of 3862.00 feet and a central angle of 0°22'15"; thence on the arc of said curve, a distance of 25.00 feet said arc being subtended by a chord which bears S 55°50'29" E, a distance of 25.00 feet to the Point of Beginning.

LSS-358
2017ANE00600

CONSERVATION EASEMENT "D" (1.16 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 90 foot Roadway (90 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1456.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line of said Proposed 90 foot Roadway and on the arc of said curve, for the next 2 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 366.85 feet to a point on the Easterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said Southeasterly Right of Way line for the next 5 courses, S 46°38'41" E, a distance of 396.54 feet to the beginning of a curve, concave Northeast, having a radius of 3779.50 feet and a central angle of 9°00'40"; thence on the arc of said curve, a distance of 594.42 feet said arc being subtended by a chord which bears S 51°09'01" E, a distance of 593.81 feet to the curves end; thence S 34°20'39" W, a distance of 1.46 feet to a point on a curve, concave Northeast, having a radius of 3781.00 feet and a central angle of 1°21'32"; thence on the arc of said curve, a distance of 89.68 feet said arc being subtended by a chord which bears S 58°20'07" E, a distance of 89.68 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet to the Point of Beginning; thence N 32°59'07" E, a distance of 1.50 feet; thence S 88°09'19" E, a distance of 51.91 feet; thence N 54°08'46" E, a distance of 44.59 feet; thence N 13°24'35" E, a distance of 34.26 feet; thence N 63°21'15" E, a distance of 44.92 feet; thence N 39°54'02" E, a distance of 64.70 feet; thence N 81°27'53" E, a distance of 91.05 feet; thence N 65°45'01" E, a distance of 56.27 feet; thence S 88°16'23" E, a distance of 37.88 feet; thence N 39°13'01" E, a distance of 112.75 feet; thence N 55°08'36" E, a distance

of 48.92 feet; thence N 34°48'42" E, a distance of 65.79 feet; thence N 18°48'31" E, a distance of 124.04 feet; thence N 52°03'00" E, a distance of 81.57 feet; thence S 54°29'53" E, a distance of 48.03 feet; thence S 08°56'30" E, a distance of 66.05 feet; thence S 71°50'03" E, a distance of 104.75 feet; thence N 44°42'29" E, a distance of 62.04 feet; thence N 16°02'54" E, a distance of 57.69 feet; thence N 38°32'35" E, a distance of 55.91 feet; thence N 67°07'37" E, a distance of 68.68 feet; thence N 89°03'59" E, a distance of 60.72 feet; thence S 48°59'51" E, a distance of 42.95 feet; thence S 84°38'45" E, a distance of 52.77 feet; thence N 79°28'10" E, a distance of 102.14 feet; thence N 61°09'33" E, a distance of 57.10 feet; thence N 42°27'48" E, a distance of 63.46 feet; thence N 67°04'03" E, a distance of 175.82 feet; thence S 16°20'10" W, a distance of 77.84 feet to the beginning of a curve, concave Northeast, having a radius of 332.50 feet and a central angle of 8°13'35"; thence on the arc of said curve, a distance of 47.74 feet said arc being subtended by a chord which bears S 24°42'10" W, a distance of 47.70 feet to the curves end; thence N 72°30'30" W, a distance of 128.87 feet; thence S 37°32'12" W, a distance of 69.04 feet; thence S 17°33'13" W, a distance of 47.59 feet; thence N 82°32'07" W, a distance of 88.50 feet; thence N 86°30'34" W, a distance of 88.50 feet; thence S 89°30'59" W, a distance of 88.50 feet; thence S 85°32'32" W, a distance of 88.50 feet; thence S 05°53'13" E, a distance of 120.00 feet; thence S 81°27'05" W, a distance of 83.40 feet; thence S 77°20'10" W, a distance of 83.40 feet; thence N 13°33'19" W, a distance of 29.41 feet; thence N 36°45'14" W, a distance of 13.39 feet; thence N 83°09'03" W, a distance of 13.39 feet; thence S 73°39'02" W, a distance of 102.6 feet; thence S 53°00'27" W, a distance of 12.14 feet; thence S 11°02'36" W, a distance of 12.14 feet; thence S 01°29'21" W, a distance of 28.40 feet; thence S 70°51'23" W, a distance of 50.19 feet; thence S 54°41'07" W, a distance of 92.24 feet; thence S 39°13'01" W, a distance of 113.54 feet; thence N 88°16'23" W, a distance of 38.66 feet; thence S 65°45'01" W, a distance of 62.40 feet; thence S 06°30'39" W, a distance of 18.07 feet; thence S 70°01'59" W, a distance of 22.72 feet; thence S 57°09'51" W, a distance of 150.42 feet; thence S 45°04'29" W, a distance of 31.00 feet; thence S 34°51'56" W, a distance of 46.38 feet; thence N 57°00'53" W, a distance of 15.00 feet; thence N 34°51'56" E, a distance of 5.00 feet; thence N 57°00'53" W, a distance of 30.00 feet; thence S 34°51'56" W, a distance of 15.01 feet to a point on the Easterly Right of Way line of a Proposed 78 foot Roadway (78 foot Right of Way); thence on said Easterly Right of Way line, N 57°00'53" W, a distance of 25.97 feet to the Point of Beginning.

LSS-717
2017ANE00595

CONSERVATION EASEMENT "B" (6.50 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a 81 foot Roadway Parcel "A" (81 foot Right of Way) as recorded in Official Record Book 1981, Page 163 of the Public records of Nassau County, Florida, said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said 81 foot Roadway and on the Easterly Right of Way line of a 81 foot Roadway Parcel "B" (81 foot Right of Way) of those lands described in Official Record Book 1981, Page 163 of the Public Records of Nassau County, Florida and on the arc of said curve, for the next 7 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 14°52'36"; thence on the arc of said curve, a distance of 378.95 feet said arc being subtended by a chord which bears S 49°34'35" E, a distance of 377.89 feet; thence S 57°00'53" E, a distance of 632.22 feet; thence departing said Easterly Right of Way line of a 81 foot Roadway Parcel "B", S 88°09'19" E, a distance of 51.91 feet; thence N 54°08'46" E, a distance of 44.59 feet; thence N 13°24'35" E, a distance of 34.26 feet; thence N 63°21'15" E, a distance of 44.92 feet; thence N 39°54'02" E, a distance of 64.70 feet; thence N 81°27'53" E, a distance of 91.05 feet; thence N 65°45'01" E, a distance of 56.27 feet; thence S 88°16'23" E, a distance of 37.88 feet; thence N 39°13'01" E, a distance of 112.75 feet; thence N 55°08'36" E, a distance of 48.92 feet; thence N 34°48'42" E, a distance of 65.79 feet; thence N 18°48'32" E, a distance of 124.04 feet; thence N 52°02'57" E, a distance of 14.08 feet to a point on the Westerly line of a Proposed 15 foot Trail Easement; thence N 52°02'59" E, a distance of 15.05 feet to a point on the Easterly line of said Proposed 15 foot Trail Easement and the Point of Beginning; thence N 52°03'00" E, a distance of 52.44 feet; thence S 54°29'53" E, a distance of 48.03 feet; thence S 08°56'30" E, a distance of 66.05 feet; thence S 71°50'03" E, a distance of 104.75 feet; thence N 44°42'29" E, a distance of 62.04 feet; thence N 16°02'54" E, a distance of 57.69 feet; thence N 38°32'35" E, a distance of 55.91 feet; thence N 67°07'37" E, a distance of 68.68 feet; thence N 89°03'59" E, a distance of 60.72 feet; thence S 48°59'51" E, a distance of 42.95 feet; thence S 84°38'45" E, a distance of 52.77 feet; thence N 79°28'10" E, a distance of 102.14 feet; thence N 61°09'33" E, a distance of 57.10 feet; thence N 42°27'48" E, a distance of 63.46 feet; thence N 67°04'03" E, a distance of 175.82 feet; thence N 16°20'10" E, a distance of 327.15 feet to a point on the Southerly line of Conservation Easement 4B; thence on said Southerly line for the next 18 courses, S 79°12'26" W, a distance of 90.20 feet; thence S 80°51'47" W, a distance of 69.77 feet; thence S 22°43'55" W, a distance of 15.99 feet; thence S 79°13'46" W, a distance of

40.70 feet; thence N 67°57'20" W, a distance of 50.51 feet; thence S 81°18'31" W, a distance of 90.36 feet; thence S 66°21'30" W, a distance of 88.30 feet; thence S 51°30'00" W, a distance of 61.79 feet; thence S 63°53'40" W, a distance of 116.09 feet; thence N 69°46'31" W, a distance of 52.73 feet; thence S 73°48'38" W, a distance of 84.06 feet; thence S 58°23'34" W, a distance of 79.50 feet; thence S 28°48'39" W, a distance of 59.44 feet; thence S 43°00'48" W, a distance of 97.25 feet; thence S 04°33'08" W, a distance of 62.22 feet; thence S 49°09'49" W, a distance of 41.27 feet; thence S 80°41'56" W, a distance of 56.52 feet; thence S 82°57'37" W, a distance of 28.49 feet to a point on the aforesaid Easterly line of a Proposed 15 foot Trail Easement; thence on said Easterly line, S 33°15'25" E, a distance of 71.23 feet to the Point of Beginning.

LESS AND EXCEPT LSS721 - LSP1574 - Recreation and/or Community Amenity Tract 8, containing 0.45 acre as shown and delineated on Plat of East Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida.

LSS-719
2018ANE00227

CONSERVATION EASEMENT A7 (0.10 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 3432.97 feet; thence departing said North line, S 00°46'33" E, a distance of 235.23 feet to the Point of Beginning; thence N 72°12'00" E, a distance of 220.83 feet; thence S 21°53'00" W, a distance of 55.70 feet; thence S 87°17'54" W, a distance of 55.35 feet; thence S 84°43'04" W, a distance of 129.04 feet; thence S 76°54'29" W, a distance of 5.87 feet to the Point of Beginning.

LSS-835
2020ANE00809

Conservation Easement 4C (16.13 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, S 89°13'27" W, a distance of 6443.42 feet; thence departing said South line, N 00°46'33" W, a distance of 737.30 feet to the Point of Beginning; thence S 69°12'54" W, a distance of 73.21 feet; thence S 48°12'38" W, a distance of 99.20 feet; thence S 58°17'36" W, a distance of 86.21 feet; thence S 09°47'00" E, a distance of 69.52 feet; thence S 28°24'45" W, a distance of 123.08 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 97°05'34"; thence on the arc of said curve, a distance of 42.36 feet said arc being subtended by a chord which bears S 76°57'32" W, a distance of 37.47 feet to the curves end; thence N 54°29'41" W,

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a distance of 51.24 feet; thence S 35°00'40" W, a distance of 47.45 feet; thence S 07°43'04" W, a distance of 80.31 feet; thence S 17°53'16" W, a distance of 79.44 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 85°42'01"; thence on the arc of said curve, a distance of 37.39 feet said arc being subtended by a chord which bears S 60°44'17" W, a distance of 34.00 feet to the curves end; thence N 78°24'43" W, a distance of 58.29 feet; thence S 39°47'58" W, a distance of 57.61 feet; thence S 24°25'19" W, a distance of 129.63 feet; thence N 33°43'05" W, a distance of 227.92 feet; thence N 31°56'51" W, a distance of 264.95 feet; thence N 28°44'36" W, a distance of 71.60 feet; thence N 31°39'28" W, a distance of 355.18 feet; thence S 64°40'36" E, a distance of 288.74 feet; thence N 47°29'22" E, a distance of 2.45 feet; thence N 47°29'22" E, a distance of 86.57 feet; thence N 40°54'52" E, a distance of 68.18 feet; thence N 62°06'27" E, a distance of 187.99 feet to the beginning of curve, concave Northerly, having a radius of 1563.00 feet and central angle of 4°29'56"; thence on the arc of said curve, a distance of 122.73 feet said arc being subtended by a chord which bears S 87°34'20" E, a distance of 122.69 feet to the curves end; thence S 89°49'18" E, a distance of 323.36 feet to the beginning of a curve, concave Northerly, having a radius of 2083.00 feet and central angle of 9°49'29"; thence on the arc of said curve, a distance of 353.75 feet said arc being subtended by a chord which bears N 85°15'58" E, a distance of 353.32 feet to the curves end; thence N 80°21'13" E, a distance of 386.03 feet; thence N 81°27'27" E, a distance of 68.66 feet; thence S 07°52'24" E, a distance of 77.17 feet; thence S 27°26'13" W, a distance of 112.58 feet; thence S 38°42'44" W, a distance of 111.72 feet; thence S 26°45'02" W, a distance of 58.43 feet; thence S 16°58'47" E, a distance of 113.49 feet; thence S 05°35'07" E, a distance of 67.38 feet; thence S 30°03'40" W, a distance of 67.78 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 89°36'35"; thence on the arc of said curve, a distance of 39.10 feet said arc being subtended by a chord which bears S 74°51'58" W, a distance of 35.23 feet to the curves end; thence N 60°19'44" W, a distance of 92.63 feet; thence N 60°56'45" W, a distance of 75.44 feet; thence N 65°35'10" W, a distance of 107.63 feet; thence S 64°07'26" W, a distance of 74.26 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and central angle of 74°08'23"; thence on the arc of said curve, a distance of 32.35 feet said arc being subtended by a chord which bears N 78°48'23" W, a distance of 30.14 feet to the curves end; thence N 41°44'12" W, a distance of 91.92 feet; thence N 38°05'45" W, a distance of 89.68 feet; thence N 64°50'23" W, a distance of 36.14 feet; thence N 87°17'10" W, a distance of 60.73 feet to the Point of Beginning.

LSS855
2018ANE00227

CONSERVATION EASEMENT A1-B (2.57 Ac.)

A parcel of land, 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 Mill

Grant, Section 50, Township 3 North, Range 27 East, all in Nassau County, Florida, containing 2.57 acres, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, N 89°13'27" E, a distance of 251.41 feet to a point on the Southeasterly line of Conservation Easement A1 as recorded in Official Record Book 2215, Page 1508 of the public records of Nassau County, Florida the Point of Beginning; thence departing said South line and on said Southeasterly line for the next 3 courses, N 48°29'04" W, a distance of 67.95 feet; thence N 31°49'53" W, a distance of 86.02 feet; thence N 38°02'38" W, a distance of 42.06 feet; thence departing said Southeasterly line, N 61°07'39" E, a distance of 204.04 feet to the beginning of a curve, concave Southwest, having a radius of 25.00 feet and a central angle of 83°13'06"; thence on the arc of said curve, a distance of 36.31 feet said arc being subtended by a chord which bears S 77°15'48" E, a distance of 33.20 feet to the curves end; thence S 35°39'15" E, a distance of 227.25 feet to the beginning of a curve, concave Northeast, having a radius of 1565.00 feet and a central angle of 9°09'00"; thence on the arc of said curve, a distance of 249.93 feet said arc being subtended by a chord which bears S 40°13'45" E, a distance of 249.66 feet to the curves end; thence S 50°59'38" W, a distance of 5.86 feet; thence S 46°38'41" E, a distance of 261.35 feet; thence S 64°40'38" W, a distance of 28.56 feet to a point on the aforesaid Southeasterly line; thence on said Southeasterly line for the next 4 courses, N 66°25'10" W, a distance of 22.16 feet; thence N 60°41'33" W, a distance of 161.45 feet; thence N 63°26'56" W, a distance of 202.68 feet; thence N 56°59'37" W, a distance of 138.00 feet; thence N 48°29'04" W, a distance of 112.35 feet to the Point of Beginning.

LSS856
2018ANE00227

CONSERVATION EASEMENT A1-A (1.76 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill 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, containing 1.76 acres, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the West line of said Section 50, N 01°09'44" W, a distance of 208.54 feet to a point on the Southeasterly line of Conservation Easement A1 as recorded in Official Record Book 2215, Page 1508 of the public records of Nassau County, Florida; thence on said Southeasterly line, N 80°13'15" E, a distance of 59.77 feet to the Point of Beginning; thence continue on said Southeasterly line for the next 3 courses, N 05°19'58" E, a distance of 50.12 feet; thence N 21°51'25" W, a distance of 205.51 feet; thence N 15°50'39" W, a distance of 186.66

feet; thence departing said Southeasterly line, N 55°27'59" E, a distance of 103.04 feet to the beginning of a curve, concave Northeast, having a radius of 1265.00 feet and a central angle of 1°07'15"; thence on the arc of said curve, a distance of 24.74 feet said arc being subtended by a chord which bears S 35°05'38" E, a distance of 24.74 feet to the curves end; thence S 35°39'15" E, a distance of 399.72 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and a central angle of 96°46'27"; thence on the arc of said curve, a distance of 42.23 feet said arc being subtended by a chord which bears S 12°43'58" W, a distance of 37.38 feet to the curves end; thence S 61°07'12" W, a distance of 179.42 feet; thence S 76°36'35" W, a distance of 45.18 feet to the Point of Beginning.

LSS-862
2016ANE02121

CONSERVATION EASEMENT 1 (21.75 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, N 89°13'27" E, a distance of 1064.37 feet to a point on the Northwestern Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said South line and on said Northwestern Right of Way line for the next 2 courses, N 40°57'47" E, a distance of 67.93 feet to a point being on a curve, concave Southeast, having a radius of 1539.00 feet and a central angle of 16°23'55"; thence on the arc of said curve, a distance of 440.48 feet said arc being subtended by a chord which bears N 49°09'44" E, a distance of 438.97 feet to the Southwest corner of Proposed School Site; thence departing said Northwestern Right of Way line and on the Westerly line of said Proposed School Site for the next 3 courses, N 47°17'21" W, a distance of 343.20 feet; thence N 75°33'39" W, a distance of 186.91 feet; thence N 25°47'37" E, a distance of 113.92 feet to on the Northerly line of said Proposed School Site and the Point of Beginning; thence departing said Westerly line and on said Northerly line and on the Easterly line of said Proposed School Site for the next 35 courses, N 84°05'09" E, a distance of 119.09 feet; thence N 63°45'37" E, a distance of 126.50 feet; thence N 40°10'13" E, a distance of 220.49 feet; thence N 62°54'02" E, a distance of 56.34 feet; thence N 18°47'38" E, a distance of 65.27 feet; thence N 35°42'80" W, a distance of 32.12 feet; thence N 52°44'07" E, a distance of 58.53 feet; thence S 60°24'13" E, a distance of 70.38 feet thence N 69°44'16" E, a distance of 111.69 feet; thence S 87°24'42" E, a distance of 66.18 feet; thence N 62°42'01" E, a distance of 189.42 feet; thence N 42°13'17" W, a distance of 94.35 feet thence N 61°27'48 E, a distance of 222.30 feet; thence N 21°06'17" W, a distance of 51.44 feet thence S 70°56'01" E, a distance of 71.65 feet; thence N 61°00'12" E, a distance of 79.83 feet; thence N 79°00'09" E, a distance of 93.64 feet thence N 26°49'22" W, a distance of 118.58 feet, thence N 58°50'25" E, a

distance of 168.18 feet; thence S 13°42'57" E, a distance of 60.34 feet; thence S 47°22'55" E, a distance of 108.03 feet; thence S 12°55'18" E, a distance of 70.78 feet; thence S 44°29'12" E, a distance of 59.65 feet; thence S 82°49'32" E, a distance of 46.38 feet; thence S 44°38'23" E, a distance of 65.30 feet; thence N 52°23'10" E, a distance of 210.62 feet; thence N 73°34'27" E, a distance of 57.05 feet thence S 52°06'44" E, a distance of 89.60 feet; thence S 04°27'35" E, a distance of 98.76 feet; thence S 35°42'37" E, a distance of 103.57 feet; thence N 79°16'28" E, a distance of 40.50 feet thence S 36°33'24" E, a distance of 44.28 feet; thence S 08°08'48" W, a distance of 135.24 feet; thence S 20°05'25" W, a distance of 60.49 feet; thence S 00°33'07" W, a distance of 49.09 feet to a point on the aforesaid Northwesterly Right of Way line of a Proposed 81 foot Roadway and said point being on a curve, concave Southeast, having a radius 1539.00 feet and a central angle of 10°25'18"; thence on said Northwesterly Right of Way line and on the arc of said curve, a distance of 279.93 feet said arc being subtended by a chord which bears N 65°40'05" E, a distance of 279.55 feet to the curves end; thence departing said Northwesterly Right of Way line, N 10°10'20" W, a distance of 237.64 feet thence N 04°21'04" W, a distance of 322.93 feet; thence N 01°36'05" E, a distance of 354.25 feet; thence S 85°16'05" W, a distance of 879.81 feet; thence S 49°55'41" W, a distance of 1856.89 feet; thence S 51°03'46" E, a distance of 33.98 feet thence S 73°55'16" E, a distance of 79.40 feet; thence N 72°43'28" E, a distance of 63.48 feet to the Point of Beginning.

LSS864
2018ANE00227

CONSERVATION EASEMENT A4 (19.48 Ac.) as shown and delineated on Plat of East Nassau - Wildlight PDP-3 / POD 5, recorded as Instrument No. 202245009432 in Official Records Book 2546, Pages 1608 through 1613, inclusive, in the Official Records of Nassau County, Florida, and more particularly described as follows:

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, N 89°13'27" E, a distance of 904.16 feet; thence departing said South line, N 00°46'33" W, a distance of 747.04 feet to the Point of Beginning; thence N 67°26'38" W, a distance of 79.23 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and a central angle of 26°46'19"; thence on the arc of said curve, a distance of 11.68 feet said arc being subtended by a chord which bears N 54°03'29" W, a distance of 11.58 feet to the curves end; thence N 40°40'19" W, a distance of 15.46 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and a central angle of 27°30'02"; thence on the arc of said curve, a distance of 12.00 feet said arc being subtended by a chord which bears N 26°55'18" W, a distance

of 11.88 feet to the curves end; thence N 13°10'17" W, a distance of 84.92 feet; thence N 39°13'48" E, a distance of 122.41 feet; thence N 83°42'41" E, a distance of 145.25 feet; thence N 51°53'36" E, a distance of 60.99 feet; thence N 05°39'57" W, a distance of 60.28 feet; thence N 41°54'07" W, a distance of 157.67 feet; thence N 11°08'51" W, a distance of 12.80 feet; thence N 27°34'17" W, a distance of 99.78 feet; thence N 07°53'43" W, a distance of 90.96 feet; thence N 51°36'02" W, a distance of 161.3 feet; thence N 05°17'06" E, a distance of 111.56 feet; thence N 44°50'53" E, a distance of 415.6 feet; thence N 82°38'18" E, a distance of 188.58 feet; thence S 36°37'59" E, a distance of 31.60 feet; thence N 81°55'51" E, a distance of 107.98 feet; thence N 85°14'10" E, a distance of 196.25 feet; thence S 89°28'12" E, a distance of 179.40 feet; thence S 87°58'39" E, a distance of 305.18 feet; thence N 03°20'31" E, a distance of 5.05 feet; thence S 89°52'12" E, a distance of 44.31 feet; thence N 86°56'42" E, a distance of 227.53 feet; thence S 07°31'46" W, a distance of 4.49 feet; thence S 49°55'41" W, a distance of 1856.89 feet to the Point of Beginning.

AFFIDAVIT REGARDING COSTS PAID

STATE OF FLORIDA
COUNTY OF NASSAU

I, John R. Campbell, as Vice President of WILDLIGHT LLC, a Delaware liability company (“Developer”), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. I have authority to make this affidavit on behalf of Developer.
3. Developer is the landowner and developer of certain lands within the East Nassau Stewardship District (“District”), a special purpose unit of local government established pursuant to Chapter 2017-206, Laws of Florida (“Act”).
4. The District’s *Engineers Report for Central Planning Area*, dated August 10, 2017 (the “**Engineer’s Report**”), describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to the Act.
5. Developer has expended funds to develop and/or acquire certain of the Trail System Infrastructure Improvements and/or associated Work Product described in the Engineer’s Report and more specifically described in **Exhibit A**. The attached Exhibit A accurately identifies certain of those Trail System Infrastructure Improvements and/or associated Work Product that have been completed to date and states the amounts that Wildlight has spent on those improvements and/or work product.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed improvements that Developer has developed consistent with the Engineer’s Report.

[signatures on next page]

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 28th day of February 2024.

WILDLIGHT LLC

By: *John R. Campbell*
Name: John R. Campbell
Its: Vice President

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28 day of February 2024, by John R. Campbell, as Vice President Wildlight LLC, a Florida limited liability company, on behalf of said company and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)

Chrystal C Dietz
Notary Public Signature

Chrystal C. Dietz

(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No. HH 410826
My Commission Expires: 9.29.27

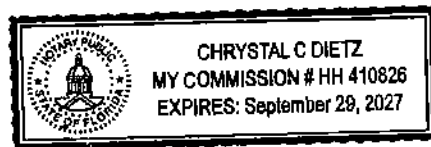


Exhibit A

DESCRIPTION OF IMPROVEMENTS AND WORK PRODUCT

Improvement	District Eligible Cost	Paid to Date (to Developer)	Estimated Future Requisition Amount ("Acquisition Cost")¹
Multi-Use and Mobility Trail Improvements	\$1,089,737.61	\$0	\$1,089,737.61
TOTAL COSTS	\$1,089,737.61	\$0	\$1,089,737.61

¹ Acquisition Cost includes costs associated with mobility trails which are eligible for mobility fee credit to be issued by the County ("Mobility Fee Creditable Improvement"). Payment for such Mobility Fee Creditable Improvement, if any, may further be governed by an agreement between the Developer and the District, which may reduce the estimated eligible Acquisition Cost.

TRAIL IMPROVEMENTS: All multi-use trail system infrastructure improvements, including concrete, aggregate and boardwalk hardscape features, plants, trees, timber, shrubbery, and other landscaping and related facilities constructed in and for the development of Wildlight Phase 1c-1, Phase 1c-West, Phase 1c-2, PDP 3 / Pod 4 North and POP 3 / Pod 5, all located on portions of the real property described in the following legal description:

SR 200 BOARDWALK AND TRAIL LOCATION:

LSS-828

Conservation Easement C (109.56 Ac.)

SITE 1:

A parcel of land, 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 Mill Grant, Section 50, Township 3 North, Range 27 East, all in Nassau County, Florida and being a portion of East Nassau - Wildlight PDP 3 / Pod 4 North as recorded in Official Record Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida, and being more particularly described as follows:

Begin at the Southwest corner of East Nassau - Wildlight PDP 3 / Pod 4 North as recorded in Official Record Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida said point also being on the Northerly Right of Way line of State Road No. 200 (A1A) (184 foot Right of Way); thence on the Westerly line of said East Nassau - Wildlight PDP 3 / Pod 4 North for the next 63 courses, N 14°34'24" W, a distance of 26.17 feet; thence N 37°44'05" W, a distance of 19.94 feet; thence N 19°00'35" W, a distance of 20.68 feet; thence N 27°51'55" E, a distance of 22.98 feet; thence N 05°35'01" E, a distance of 51.12 feet; thence N 50°18'54" W, a distance of 61.48 feet; thence S 83°17'51" W, a distance of 9.53 feet; thence N 69°59'54" W, a distance of 8.68 feet; thence N 45°00'00" W, a distance of 12.94 feet; thence N 15°00'01" W, a distance of 12.94 feet; thence N 08°14'40" E, a distance of 24.44 feet; thence N 65°02'35" W, a distance of 33.83 feet; thence N 81°48'40" W, a distance of 40.47 feet; thence N 49°28'48" W, a distance of 17.14 feet; thence N 03°50'14" W, a distance of 25.32 feet; thence N 03°50'14" W, a distance of 97.07 feet; thence N 81°07'49" W, a distance of 651.34 feet; thence S 72°16'09" W, a distance of 92.45 feet to a point on a curve, concave Northeast, having a radius of 455.55 feet and a central angle of 64°10'20"; thence on the arc of said curve, a distance of 510.22 feet said arc being subtended by a chord which bears N 14°31'57" W, a distance of 483.97 feet to the curves end; thence N 17°33'13" E, a distance of 148.53 feet; thence S 64°55'33" E, a distance of 91.90 feet; thence S 74°15'37" E, a distance of 64.22 feet; thence N 78°51'30" E, a distance of 44.31 feet; thence S 13°46'00" E, a distance of 9.16 feet; thence N 76°14'00" E, a distance of 20.18 feet; thence N 90°00'00" E, a distance of 58.41 feet to a point on a curve, concave Northeast, having a radius of 282.00 feet and a central angle of 14°35'17"; thence on the arc of said curve, a distance of 71.80 feet said arc being subtended by a chord which bears S 63°05'05" E, a distance of 71.61 feet to a point of compound curvature of a curve having a radius of 207.00 feet and a central angle of 114°29'51"; thence on the arc of said curve, a distance of 413.66 feet said arc being subtended by a chord which bears N 52°22'21" E, a distance of 348.19 feet to the curves

end; thence N 04°52'34" W, a distance of 176.80 feet to the beginning of a curve, concave Southwest, having a radius of 232.00 feet and a central angle of 67°34'13"; thence on the arc of said curve, a distance of 273.60 feet said arc being subtended by a chord which bears N 38°39'41" W, a distance of 258.02 feet to the curves end; thence N 72°26'47" W, a distance of 117.42 feet; thence N 17°33'13" E, a distance of 57.96 feet; thence N 00°00'00" E, a distance of 44.09 feet; thence N 72°30'30" W, a distance of 23.52 feet; thence N 01°32'33" W, a distance of 56.38 feet; thence N 68°29'37" W, a distance of 78.54 feet; thence N 24°23'46" E, a distance of 115.28 feet; thence N 20°24'00" E, a distance of 158.48 feet; thence S 72°26'47" E, a distance of 10.00 feet; thence N 17°33'13" E, a distance of 35.00 feet; thence N 72°26'47" W, a distance of 10.00 feet; thence N 12°48'00" E, a distance of 208.82 feet; thence N 79°41'55" E, a distance of 72.83 feet; thence N 27°39'50" E, a distance of 141.02 feet; thence N 87°53'58" E, a distance of 92.75 feet; thence S 78°08'16" E, a distance of 42.28 feet; thence N 48°30'00" E, a distance of 103.12 feet; thence N 32°52'00" E, a distance of 139.06 feet; thence N 21°11'55" E, a distance of 181.26 feet; thence S 71°22'04" E, a distance of 146.28 feet; thence S 87°22'44" E, a distance of 111.52 feet; thence N 79°52'34" E, a distance of 135.74 feet; thence N 48°14'01" E, a distance of 54.25 feet; thence N 24°41'00" E, a distance of 123.84 feet to the beginning of a curve, concave Northwest, having a radius of 1746.50 feet and a central angle of 6°35'32"; thence on the arc of said curve, a distance of 200.94 feet said arc being subtended by a chord which bears N 21°23'14" E, a distance of 200.83 feet to the curves end; thence N 21°04'05" W, a distance of 9.13 feet; thence N 36°45'46" W, a distance of 75.31 feet; thence N 15°34'40" W, a distance of 60.13 feet; thence N 01°34'30" W, a distance of 154.10 feet; thence N 36°37'12" W, a distance of 37.06 feet; thence N 03°59'54" E, a distance of 228.24 feet; thence N 62°32'01" E, a distance of 79.11 feet; thence N 83°27'07" E, a distance of 115.17 feet; thence S 31°50'36" E, a distance of 1194.22 feet to a point on the Northerly line and on the Westerly line and on the Southerly line of Recreation and/or Community Amenity Tract 3 of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North for the next 17 courses, S 72°22'52" W, a distance of 158.70 feet; thence S 80°30'25" W, a distance of 156.47 feet; thence N 85°06'47" W, a distance of 135.08 feet; thence S 75°26'08" W, a distance of 171.53 feet; thence S 64°17'24" W, a distance of 75.73 feet; thence S 29°48'51" W, a distance of 52.78 feet; thence S 17°04'43" E, a distance of 124.66 feet; thence S 88°37'51" E, a distance of 191.75 feet; thence N 80°45'52" E, a distance of 124.63 feet; thence S 89°17'34" E, a distance of 121.16 feet; thence S 79°09'00" E, a distance of 121.39 feet; thence S 45°00'00" E, a distance of 141.09 feet; thence S 61°01'56" E, a distance of 64.74 feet; thence S 86°39'19" E, a distance of 77.37 feet; thence S 74°29'42" E, a distance of 110.51 feet; thence S 43°13'36" E, a distance of 40.97 feet; thence S 08°13'18" E, a distance of 117.06 feet to a point on the Northerly line of Parcel 4B-2 of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North; thence departing said Southerly line and on said Northerly line and on the Westerly line and Southerly line of said Parcel 4B-2, for the next 32 courses, S 47°57'16" W, a distance of 41.96 feet; thence S 20°44'32" W, a distance of 67.69 feet; thence S 49°58'08" W, a distance of 238.11 feet; thence S 88°40'49" W, a distance of 91.02 feet; thence N 39°42'27" W, a distance of 63.05 feet; thence N 05°56'33" W, a distance of 78.38 feet; thence N 18°03'37" W, a distance of 120.46 feet; thence S 88°42'48" W, a distance of 77.27 feet; thence S 23°21'17" W, a distance of 86.52 feet; thence S 32°13'05" W, a distance of 175.28 feet;

thence S 56°10'10" W, a distance of 80.53 feet; thence S 86°45'31" W, a distance of 116.66 feet; thence N 84°54'43" W, a distance of 60.97 feet; thence S 44°54'23" W, a distance of 67.36 feet; thence S 19°29'30" W, a distance of 63.88 feet; thence S 06°39'28" E, a distance of 144.69 feet; thence S 31°13'47" E, a distance of 268.31 feet; thence S 22°51'44" E, a distance of 285.38 feet; thence N 87°15'10" E, a distance of 199.65 feet; thence N 36°16'37" E, a distance of 60.64 feet; thence N 77°41'53" E, a distance of 137.86 feet; thence N 64°46'11" E, a distance of 65.81 feet; thence N 51°36'56" E, a distance of 87.53 feet; thence N 29°25'11" E, a distance of 132.61 feet; thence N 04°17'28" E, a distance of 53.34 feet; thence N 25°39'08" W, a distance of 72.86 feet; thence N 20°53'17" W, a distance of 127.18 feet; thence N 08°27'18" W, a distance of 73.65 feet; thence N 42°09'12" E, a distance of 62.84 feet; thence N 58°16'02" E, a distance of 162.71 feet; thence N 50°49'28" E, a distance of 257.46 feet; thence S 31°50'36" E, a distance of 300.52 feet; thence S 68°33'07" W, a distance of 26.18 feet to the beginning of a curve, concave Southeast, having a radius of 704.49 feet and a central angle of 5°04'49"; thence on the arc of said curve, a distance of 62.46 feet said arc being subtended by a chord which bears S 06°24'14" W, a distance of 62.44 feet to the curves end; thence N 66°14'02" W, a distance of 7.88 feet; thence S 78°20'27" W, a distance of 81.86 feet; thence S 01°08'48" W, a distance of 153.09 feet; thence S 57°55'14" E, a distance of 6.61 feet; thence S 35°55'48" E, a distance of 99.9 feet; thence S 17°21'32" E, a distance of 67.91 feet; thence S 05°28'03" E, a distance of 34.16 feet; thence S 11°27'35" W, a distance of 38.26 feet to a point on the Northerly line of Parcel 4C of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North; thence on said Northerly line and on the Westerly line of said Parcel 4C for the next 12 courses, S 51°03'00" W, a distance of 147.00 feet; thence S 89°03'41" W, a distance of 96.57 feet; thence S 76°46'32" W, a distance of 47.28 feet; thence S 13°08'19" W, a distance of 77.20 feet; thence S 41°53'01" W, a distance of 72.80 feet; thence S 72°16'43" W, a distance of 72.32 feet; thence S 41°58'32" W, a distance of 120.31 feet; thence S 54°41'23" W, a distance of 213.04 feet; thence S 16°16'24" W, a distance of 101.15 feet; thence S 22°49'46" E, a distance of 75.63 feet; thence N 73°07'46" E, a distance of 312.64 feet; thence S 19°56'16" E, a distance of 165.59 feet to a point on the aforesaid Northerly Right of Way line of Sate Road No. 200 (A1A); thence departing said Westerly line and on said Northerly Right of Way line, S 72°19'01" W, a distance of 1564.87 feet to the Point of Beginning.

FOUNDERS PARK TRAIL AND BOARDWALK LOCATION:

LSS-817
2020ANE00809

Conservation Easement 4B (2.65 Ac.)

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 6085.39 feet; thence departing said North line, S 00°46'33" E, a distance of 319.64 feet to the Point of Beginning; thence S 34°31'52" E, a distance of 263.26 feet; thence S 63°13'56" W, a distance of 52.47 feet; thence S 05°38'48" W, a distance of 45.91 feet; thence S 24°24'42" E, a distance of 58.63 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 89°50'48"; thence on the arc of said curve, a distance of 39.20 feet said arc being subtended by a chord which bears S 20°30'42" W, a distance of 35.31 feet to the curves end; thence S 65°26'05" W, a distance of 78.11 feet; thence S 80°13'16" W, a distance of 12.76 feet; thence N 84°59'33" W, a distance of 56.38 feet; thence N 78°19'32" W, a distance of 47.90 feet; thence S 57°11'25" W, a distance of 73.12 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and central angle of 90°53'40"; thence on the arc of said curve, a distance of 39.66 feet said arc being subtended by a chord which bears N 77°21'46" W, a distance of 35.63 feet to the curves end; thence N 31°54'56" W, a distance of 56.10 feet; thence S 86°29'39" W, a distance of 76.51 feet; thence S 45°13'31" W, a distance of 18.72 feet; thence N 44°46'29" W, a distance of 3.41 feet to the beginning of a curve, concave Southeast, having a radius of 1065.00 feet and central angle of 24°48'33"; thence on the arc of said curve, a distance of 461.14 feet said arc being subtended by a chord which bears N 31°06'22" E, a distance of 457.55 feet to the beginning of a curve, concave Northerly, having a radius of 180.00 feet and central angle of 18°42'44"; thence on the arc of said curve, a distance of 58.79 feet said arc being subtended by a chord which bears N 89°26'58" E, a distance of 58.53 feet to the Point of Beginning.

DESCRIPTION OF ASSOCIATED WORK PRODUCT TO BE ACQUIRED:

Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the above-described improvements.

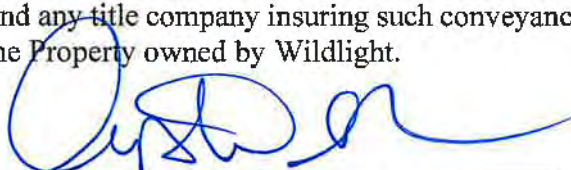
STATE OF FLORIDA
COUNTY OF NASSAU

AFFIDAVIT

BEFORE ME, the undersigned, a Notary Public in and for the State of Florida, personally appeared, Crystal Cook, Assistant Secretary of Wildlight LLC, a Delaware limited liability company (“Wildlight”), who being first duly sworn, deposes and says that:

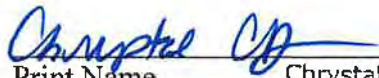
1. I am aware of and familiar with the contents of any and all articles of organization/incorporation, operating agreements and bylaws of Wildlight.
2. Wildlight is a Delaware limited liability company and is authorized to do business in Florida. Wildlight has not been terminated or dissolved and no proceedings to terminate or dissolve Wildlight has been initiated, nor have bankruptcy proceedings been commenced as to Wildlight.
3. John R. Campbell, Michael Hahaj, and Wesley B. Hinton, each a Vice President of Wildlight, are each authorized to perform all acts as shall be required to sell the real property of Wildlight located in Nassau County, Florida, as more particularly described upon **EXHIBIT “A”** attached hereto and by reference made a part hereof (“Property”), and to execute on behalf of Wildlight such documentation as may be required to transfer the Property.
4. The undersigned acknowledges that this Affidavit is being furnished with the intention and expectation that the buyer of the Property and any title company insuring such conveyance and may be rely upon in connection with the Property owned by Wildlight.

AFFIANT:



Crystal Cook

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization, this 28 day of February, 2024, by Crystal Cook, who is personally known to me.



Print Name Chrystal C. Dietz
NOTARY PUBLIC
State of Florida at Large
Commission # HH 410826
My Commission Expires: 9-29-27

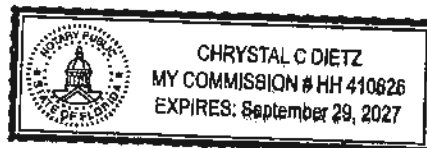


EXHIBIT "A"

Nassau County, Florida

LSS-828

Conservation Easement C (109.56 Ac.)

SITE 1:

A parcel of land, 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 Mill Grant, Section 50, Township 3 North, Range 27 East, all in Nassau County, Florida and being a portion of East Nassau - Wildlight PDP 3 / Pod 4 North as recorded in Official Record Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida, and being more particularly described as follows:

Begin at the Southwest corner of East Nassau - Wildlight PDP 3 / Pod 4 North as recorded in Official Record Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida said point also being on the Northerly Right of Way line of State Road No. 200 (A1A) (184 foot Right of Way); thence on the Westerly line of said East Nassau - Wildlight PDP 3 / Pod 4 North for the next 63 courses, N 14°34'24" W, a distance of 26.17 feet; thence N 37°44'05" W, a distance of 19.94 feet; thence N 19°00'35" W, a distance of 20.68 feet; thence N 27°51'55" E, a distance of 22.98 feet; thence N 05°35'01" E, a distance of 51.12 feet; thence N 50°18'54" W, a distance of 61.48 feet; thence S 83°17'51" W, a distance of 9.53 feet; thence N 69°59'54" W, a distance of 8.68 feet; thence N 45°00'00" W, a distance of 12.94 feet; thence N 15°00'01" W, a distance of 12.94 feet; thence N 08°14'40" E, a distance of 24.44 feet; thence N 65°02'35" W, a distance of 33.83 feet; thence N 81°48'40" W, a distance of 40.47 feet; thence N 49°28'48" W, a distance of 17.14 feet; thence N 03°50'14" W, a distance of 25.32 feet; thence N 03°50'14" W, a distance of 97.07 feet; thence N 81°07'49" W, a distance of 651.34 feet; thence S 72°16'09" W, a distance of 92.45 feet to a point on a curve, concave Northeast, having a radius of 455.55 feet and a central angle of 64°10'20"; thence on the arc of said curve, a distance of 510.22 feet said arc being subtended by a chord which bears N 14°31'57" W, a distance of 483.97 feet to the curves end; thence N 17°33'13" E, a distance of 148.53 feet; thence S 64°55'33" E, a distance of 91.90 feet; thence S 74°15'37" E, a distance of 64.22 feet; thence N 78°51'30" E, a distance of 44.31 feet; thence S 13°46'00" E, a distance of 9.16 feet; thence N 76°14'00" E, a distance of 20.18 feet; thence N 90°00'00" E, a distance of 58.41 feet to a point on a curve, concave Northeast, having a radius of 282.00 feet and a central angle of 14°35'17"; thence on the arc of said curve, a distance of 71.80 feet said arc being subtended by a chord which bears S 63°05'05" E, a distance of 71.61 feet to a point of compound curvature of a curve having a radius of 207.00 feet and a central angle of 114°29'51"; thence on the arc of said curve, a distance of 413.66 feet said arc being subtended by a chord which bears N 52°22'21" E, a distance of 348.19 feet to the curves

end; thence N 04°52'34" W, a distance of 176.80 feet to the beginning of a curve, concave Southwest, having a radius of 232.00 feet and a central angle of 67°34'13"; thence on the arc of said curve, a distance of 273.60 feet said arc being subtended by a chord which bears N 38°39'41" W, a distance of 258.02 feet to the curves end; thence N 72°26'47" W, a distance of 117.42 feet; thence N 17°33'13" E, a distance of 57.96 feet; thence N 00°00'00" E, a distance of 44.09 feet; thence N 72°30'30" W, a distance of 23.52 feet; thence N 01°32'33" W, a distance of 56.38 feet; thence N 68°29'37" W, a distance of 78.54 feet; thence N 24°23'46" E, a distance of 115.28 feet; thence N 20°24'00" E, a distance of 158.48 feet; thence S 72°26'47" E, a distance of 10.00 feet; thence N 17°33'13" E, a distance of 35.00 feet; thence N 72°26'47" W, a distance of 10.00 feet; thence N 12°48'00" E, a distance of 208.82 feet; thence N 79°41'55" E, a distance of 72.83 feet; thence N 27°39'50" E, a distance of 141.02 feet; thence N 87°53'58" E, a distance of 92.75 feet; thence S 78°08'16" E, a distance of 42.28 feet; thence N 48°30'00" E, a distance of 103.12 feet; thence N 32°52'00" E, a distance of 139.06 feet; thence N 21°11'55" E, a distance of 181.26 feet; thence S 71°22'04" E, a distance of 146.28 feet; thence S 87°22'44" E, a distance of 111.52 feet; thence N 79°52'34" E, a distance of 135.74 feet; thence N 46°14'01" E, a distance of 54.25 feet; thence N 24°41'00" E, a distance of 123.84 feet to the beginning of a curve, concave Northwest, having a radius of 1746.50 feet and a central angle of 6°35'32"; thence on the arc of said curve, a distance of 200.94 feet said arc being subtended by a chord which bears N 21°23'14" E, a distance of 200.83 feet to the curves end; thence N 21°04'05" W, a distance of 9.13 feet; thence N 36°45'46" W, a distance of 75.31 feet; thence N 15°34'40" W, a distance of 60.13 feet; thence N 01°34'30" W, a distance of 154.10 feet; thence N 36°37'12" W, a distance of 37.06 feet; thence N 03°59'54" E, a distance of 228.24 feet; thence N 62°32'01" E, a distance of 79.11 feet; thence N 83°27'07" E, a distance of 115.17 feet; thence S 31°50'36" E, a distance of 1194.22 feet to a point on the Northerly line and on the Westerly line and on the Southerly line of Recreation and/or Community Amenity Tract 3 of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North for the next 17 courses, S 72°22'52" W, a distance of 158.70 feet; thence S 80°30'25" W, a distance of 156.47 feet; thence N 85°06'47" W, a distance of 135.08 feet; thence S 75°26'08" W, a distance of 171.53 feet; thence S 64°17'24" W, a distance of 75.73 feet; thence S 29°48'51" W, a distance of 52.78 feet; thence S 17°04'43" E, a distance of 124.66 feet; thence S 88°37'51" E, a distance of 191.75 feet; thence N 80°45'52" E, a distance of 124.63 feet; thence S 89°17'34" E, a distance of 121.16 feet; thence S 79°09'00" E, a distance of 121.39 feet; thence S 45°00'00" E, a distance of 141.09 feet; thence S 61°01'56" E, a distance of 64.74 feet; thence S 86°39'19" E, a distance of 77.37 feet; thence S 74°29'42" E, a distance of 110.51 feet; thence S 43°13'36" E, a distance of 40.97 feet; thence S 08°13'18" E, a distance of 117.06 feet to a point on the Northerly line of Parcel 4B-2 of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North; thence departing said Southerly line and on said Northerly line and on the Westerly line and Southerly line of said Parcel 4B-2, for the next 32 courses, S 47°57'16" W, a distance of 41.96 feet; thence S 20°44'32" W, a distance of 67.69 feet; thence S 49°58'08" W, a distance of 238.11 feet; thence S 88°40'49" W, a distance of 91.02 feet; thence N 39°42'27" W, a distance of 63.05 feet; thence N 05°56'33" W, a distance of 78.38 feet; thence N 18°03'37" W, a distance of 120.46 feet; thence S 88°42'48" W, a distance of 77.27 feet; thence S 23°21'17" W, a distance of 86.52 feet; thence S 32°13'05" W, a distance of 175.28 feet;

thence S 56°10'10" W, a distance of 80.53 feet; thence S 86°45'31" W, a distance of 116.66 feet; thence N 84°54'43" W, a distance of 60.97 feet; thence S 44°54'23" W, a distance of 67.36 feet; thence S 19°29'30" W, a distance of 63.88 feet; thence S 06°39'28" E, a distance of 144.69 feet; thence S 31°13'47" E, a distance of 268.31 feet; thence S 22°51'44" E, a distance of 285.38 feet; thence N 87°15'10" E, a distance of 199.65 feet; thence N 36°16'37" E, a distance of 60.64 feet; thence N 77°41'53" E, a distance of 137.86 feet; thence N 64°46'11" E, a distance of 65.81 feet; thence N 51°36'56" E, a distance of 87.53 feet; thence N 29°25'11" E, a distance of 132.61 feet; thence N 04°17'28" E, a distance of 53.34 feet; thence N 25°39'08" W, a distance of 72.86 feet; thence N 20°53'17" W, a distance of 127.18 feet; thence N 08°27'18" W, a distance of 73.65 feet; thence N 42°09'12" E, a distance of 62.84 feet; thence N 58°16'02" E, a distance of 162.71 feet; thence N 50°49'28" E, a distance of 257.46 feet; thence S 31°50'36" E, a distance of 300.52 feet; thence S 68°33'07" W, a distance of 26.18 feet to the beginning of a curve, concave Southeast, having a radius of 704.49 feet and a central angle of 5°04'49"; thence on the arc of said curve, a distance of 62.46 feet said arc being subtended by a chord which bears S 06°24'14" W, a distance of 62.44 feet to the curves end; thence N 66°14'02" W, a distance of 7.88 feet; thence S 78°20'27" W, a distance of 81.86 feet; thence S 01°08'48" W, a distance of 153.09 feet; thence S 57°55'14" E, a distance of 6.61 feet; thence S 35°55'48" E, a distance of 99.9 feet; thence S 17°21'32" E, a distance of 67.91 feet; thence S 05°28'03" E, a distance of 34.16 feet; thence S 11°27'35" W, a distance of 38.26 feet to a point on the Northerly line of Parcel 4C of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North; thence on said Northerly line and on the Westerly line of said Parcel 4C for the next 12 courses, S 51°03'00" W, a distance of 147.00 feet; thence S 89°03'41" W, a distance of 96.57 feet; thence S 76°46'32" W, a distance of 47.28 feet; thence S 13°08'19" W, a distance of 77.20 feet; thence S 41°53'01" W, a distance of 72.80 feet; thence S 72°16'43" W, a distance of 72.32 feet; thence S 41°58'32" W, a distance of 120.31 feet; thence S 54°41'23" W, a distance of 213.04 feet; thence S 16°16'24" W, a distance of 101.15 feet; thence S 22°49'46" E, a distance of 75.63 feet; thence N 73°07'46" E, a distance of 312.64 feet; thence S 19°56'16" E, a distance of 165.59 feet to a point on the aforesaid Northerly Right of Way line of Sate Road No. 200 (A1A); thence departing said Westerly line and on said Northerly Right of Way line, S 72°19'01" W, a distance of 1564.87 feet to the Point of Beginning.

LSS-171
2018ANE00227

CONSERVATION EASEMENT A1 (96.39 Ac)

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 Mill 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 Northeast corner of the Heirs of E. Waterman Mill Grant, Section 39, Township 2 North, Range 26 East, Nassau County, Florida; thence on the East line of said Section 39, S 01°11'47" E, a distance of 1180.32 feet to the Point of Beginning; thence departing said East line, S 70°23'20" W, a distance of 16.31 feet; thence N 16°36'52" W, a distance of 25.03 feet; thence S 70°23'20" W, a distance of 72.12 feet; thence S 85°07'48" W, a distance of 109.08 feet; thence N 67°29'53" W, a distance of 251.35 feet; thence S 56°13'53" W, a distance of 141.94 feet; thence S 08°23'30" W, a distance of 217.38 feet; thence N 82°42'24" E, a distance of 13.97 feet; thence S 30°17'30" E, a distance of 68.94 feet; thence S 71°59'29" E, a distance of 66.25 feet; thence N 47°47'00" E, a distance of 71.34 feet; thence S 42°13'00" E, a distance of 303.71 feet to a point on the Northerly line of those lands described in Official Record Book 1484, Page 1762 of the Public Records of Nassau County, Florida; thence on said Northerly line, S 73°24'10" W, a distance of 836.77 feet to a point on the Easterly Limited Access Right of Way line of Interstate 95 (300 foot Right of Way); thence departing said Northerly line and on said Easterly Limited Access Right of Way line, N 16°36'54" W, a distance of 3294.77 feet; thence departing said Easterly Limited Access Right of Way line, N 74°24'36" E, a distance of 87.21 feet; thence S 79°40'45" E, a distance of 17.95 feet; thence S 10°18'17" W, a distance of 14.31 feet; thence N 75°01'00" E, a distance of 822.12 feet; thence S 01°16'23" W, a distance of 114.36 feet; thence S 16°00'53" W, a distance of 43.14 feet; thence S 25°15'42" W, a distance of 45.92 feet; thence S 09°38'15" W, a distance of 26.88 feet; thence S 25°26'43" E, a distance of 68.66 feet; thence S 19°17'24" E, a distance of 42.38 feet; thence S 04°32'53" W, a distance of 44.14 feet; thence S 27°43'07" W, a distance of 33.32 feet; thence S 25°53'13" E, a distance of 37.79 feet; thence S 43°27'07" E, a distance of 52.35 feet; thence S 55°18'17" E, a distance of 79.06 feet; thence S 25°20'46" E, a distance of 52.56 feet; thence S 23°53'28" W, a distance of 81.48 feet; thence S 04°44'43" W, a distance of 73.59 feet; thence S 00°09'27" W, a distance of 201.04 feet; thence N 90°00'00" E, a distance of 25.40 feet; thence S 57°43'28" E, a distance of 94.77 feet; thence S 00°00'00" E, a distance of 26.67 feet; thence N 89°04'37" E, a distance of 237.59 feet; thence N 83°33'39" E, a distance of 257.07 feet; thence N 69°24'39" E, a distance of 305.13 feet; thence S 15°50'39" E, a distance of 186.66 feet; thence S 21°51'25" E, a distance of 205.51 feet; thence S 05°19'58" W, a distance of 50.12 feet; thence S 80°13'15" W, a distance of 519.4 feet; thence N 82°43'00" W, a distance of 161.39 feet; thence S 80°37'04" W, a distance of 59.90 feet; thence S 50°30'49" W, a distance of 68.74 feet; thence S 38°17'04" W, a distance of 148.13 feet; thence S 48°55'08" W, a distance of 46.82 feet; thence S 34°53'58" W, a distance of 41.63 feet; thence S 10°23'33" W, a distance of 68.81 feet; thence S 55°33'58" E, a distance of 44.36 feet; thence S 62°22'02" E, a distance of 104.79 feet; thence S 73°18'49" E, a distance of 200.58 feet; thence N 84°24'08" E, a distance of 87.38 feet; thence S 76°27'22" E, a distance of 100.35 feet; thence N 80°58'11" E, a distance of 95.00 feet; thence N 21°01'44" W, a distance of 43.39 feet; thence N 11°54'31" W, a distance of 116.9 feet; thence N 07°21'54" E, a distance of 97.61 feet; thence N 48°27'51" E, a distance of 18.25 feet; thence S 88°54'35" E, a distance of 150.91 feet; thence S 73°52'32" E, a distance of 103.77 feet;

thence S 65°28'07" E, a distance of 82.42 feet; thence N 37°08'03" E, a distance of 51.74 feet; thence N 20°26'26" W, a distance of 80.67 feet; thence N 20°08'47" E, a distance of 109.68 feet; thence N 74°02'29" E, a distance of 71.92 feet; thence S 38°02'38" E, a distance of 42.06 feet; thence S 31°49'53" E, a distance of 86.02 feet; thence S 48°29'04" E, a distance of 180.3 feet; thence S 56°59'37" E, a distance of 138.00 feet; thence S 63°26'56" E, a distance of 202.68 feet; thence S 60°41'33" E, a distance of 161.45 feet; thence S 66°25'10" E, a distance of 98.78 feet; thence S 60°36'40" W, a distance of 9.73 feet; thence S 50°55'41" E, a distance of 57.88 feet; thence S 39°58'43" E, a distance of 203.72 feet; thence S 40°18'25" E, a distance of 13.39 feet; thence S 18°25'58" E, a distance of 66.83 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and a central angle of 56°33'31"; thence on the arc of said curve, a distance of 24.68 feet said arc being subtended by a chord which bears S 09°50'47" W, a distance of 23.69 feet to the curves end; thence S 38°07'33" W, a distance of 91.43 feet; thence S 48°38'18" W, a distance of 82.91 feet; thence S 06°37'48" E, a distance of 30.00 feet; thence S 04°04'32" E, a distance of 95.39 feet; thence S 19°27'49" W, a distance of 42.96 feet; thence S 60°47'37" W, a distance of 265.11 feet; thence N 08°57'11" W, a distance of 5.04 feet; thence N 45°36'54" W, a distance of 24.58 feet; thence S 72°59'47" W, a distance of 47.32 feet; thence S 14°39'50" W, a distance of 20.63 feet; thence S 80°24'47" W, a distance of 219.03 feet; thence N 54°35'13" W, a distance of 85.08 feet; thence S 68°34'20" W, a distance of 262.29 feet; thence S 80°22'02" W, a distance of 77.44 feet; thence S 70°23'20" W, a distance of 3.73 feet to the Point of Beginning.

LESS AND EXCEPT

(LSS-361 - LSP1237) 25' MOBILITY TRAIL EASEMENT A (0.90Ac.)

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, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, Nassau County, Florida; thence on the West line of said Section 44, S 01°11'47" E, a distance of 1180.32 feet to the Point of Beginning; thence N 70°23'20" E, a distance of 3.73 feet; thence N 80°22'02" E, a distance of 77.44 feet; thence N 68°34'20" E, a distance of 262.29 feet; thence S 54°35'13" E, a distance of 85.08 feet; thence N 80°24'47" E, a distance of 219.03 feet; thence N 14°39'50" E, a distance of 20.63 feet; thence N 72°59'47" E, a distance of 47.32 feet; thence S 45°36'54" E, a distance of 24.58 feet; thence S 08°57'11" E, a distance of 5.04 feet; thence N 60°47'37" E, a distance of 265.11 feet; thence N 19°27'49" E, a distance of 42.96 feet; thence N 04°04'32" W, a distance of 95.39 feet; thence N 06°37'48" W, a distance of 30.00 feet; thence N 48°38'18" E, a distance of 82.91 feet; thence N 38°07'33" E, a distance of 91.43 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and a central angle of 56°33'31"; thence on the arc of said curve, a distance of 24.68 feet said arc being subtended by a chord which bears N 09°50'47" E, a distance of 23.69 feet to the curves end; thence N 18°25'58" W, a

distance of 66.83 feet; thence N 40°18'25" W, a distance of 13.39 feet; thence N 49°41'35" E, a distance of 59.16 feet to a point on the Westerly Right of Way line of Wildlight Avenue (81 foot Right of Way); thence on said Westerly Right of Way line, N 46°38'41" W, a distance of 25.15 feet; thence departing said Westerly Right of Way line, S 49°41'35" W, a distance of 81.38 feet; thence S 40°18'25" E, a distance of 33.56 feet; thence S 18°25'58" E, a distance of 61.99 feet; thence S 38°07'33" W, a distance of 89.13 feet; thence S 48°38'18" W, a distance of 93.70 feet; thence S 06°37'48" E, a distance of 42.53 feet; thence S 04°04'32" E, a distance of 89.62 feet; thence S 19°27'49" W, a distance of 28.32 feet; thence S 60°47'37" W, a distance of 233.85 feet; thence N 45°36'54" W, a distance of 25.65 feet; thence S 72°59'47" W, a distance of 76.11 feet; thence S 14°39'50" W, a distance of 18.43 feet; thence S 80°24'47" W, a distance of 192.51 feet; thence N 54°35'13" W, a distance of 88.25 feet; thence S 68°34'20" W, a distance of 273.24 feet; thence S 80°22'02" W, a distance of 72.90 feet; thence N 16°36'52" W, a distance of 25.75 feet; thence S 70°23'20" W, a distance of 35.11 feet; thence S 16°37'11" E, a distance of 25.03 feet; thence N 70°23'20" E, a distance of 10.07 feet; thence S 16°36'52" E, a distance of 25.03 feet; thence N 70°23'20" E, a distance of 16.31 feet to the Point of Beginning.

LESS AND EXCEPT

(LSS-319 - LSP1354) Trail Easement 4: (1.04 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 39, Township 2 North, Range 26 East and 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 Northwest corner of Tract 5, as shown on the plat of East Nassau - Wildlight Phase 1c-West, recorded in Plat Book 2239, Pages 1149 and 1150 of the public records of Nassau County, Florida; thence S 43°21'19" W, a distance of 12.50 feet; thence S 49°40'53" E, a distance of 214.66 feet; thence S 10°08'44" E, a distance of 86.04 feet; thence S 46°38'41" E, a distance of 32.67 feet to a point on the Northwesterly Right of Way line of Wildlight Avenue (81 foot Right of Way); thence on said Northwesterly Right of Way line, S 43°21'19" W, a distance of 53.70 feet to a point on the Westerly Right of Way line of said Wildlight Avenue; thence departing said Northwesterly Right of Way line and on said Westerly Right of Way line, S 46°38'41" E, a distance of 204.07 feet; thence departing said Westerly Right of Way line, S 13°12'31" W, a distance of 31.65 feet to the Point of Beginning; thence S 64°40'38" W, a distance of 47.25 feet; thence S 83°00'57" W, a distance of 107.72 feet; thence N 88°42'40" W, a distance of 118.89 feet; thence S 73°39'58" W, a distance of 107.18 feet; thence S 59°25'03" W, a distance of 187.55 feet; thence S 55°21'32" W, a distance of 98.56 feet; thence S 50°53'39" W, a distance of 159.61 feet; thence S 37°25'13" W, a distance of 62.82 feet; thence S 02°52'14" E, a distance of 70.32 feet; thence S 45°28'05" W, a distance of 80.12 feet; thence S 54°29'53" W, a distance of 306.84 feet; thence S 47°12'03" W, a distance of 52.57 feet; thence S 1°33'11" W, a distance of 118.24 feet to the Northerly line of Pond Tract 1 of aforesaid East Nassau - Wildlight Phase 1c-West; thence on said Northerly line, N 67°29'53" W, a distance of 120.58 feet; thence departing said Northerly line,

N47°12'03" E, a distance of 44.25 feet; thence N 17°56'56" W, a distance of 57.42 feet; thence N 72°03'04" E, a distance of 40.00 feet; thence S 17°56'56" E, a distance of 38.89 feet; thence N 47°12'03" E, a distance of 98.88 feet; thence N 54°29'53" E, a distance of 306.46 feet; thence N 45°28'05" E, a distance of 66.93 feet; thence N 02°52'14" W, a distance of 68.27 feet; thence N 37°25'13" E, a distance of 74.94 feet; thence N 50°53'39" E, a distance of 163.54 feet; thence N 55°21'32" E, a distance of 100.42 feet; thence N 59°25'03" E, a distance of 191.56 feet; thence N 73°39'58" E, a distance of 114.18 feet; thence S 88°42'40" E, a distance of 120.96 feet; thence N 83°00'57" E, a distance of 101.88 feet; thence N 64°40'38" E, a distance of 31.17 feet; thence S 51°03'26" E, a distance of 27.75 feet to the Point of Beginning.

LSS-172
2017ANE00600

CONSERVATION EASEMENT "H" (18.37 Ac)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 90 foot Roadway (90 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line of said Proposed 90 foot Roadway and on the arc of said curve, for the next 2 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 366.85 feet to a point on the Easterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said Southeasterly Right of Way line and on said Easterly Right of Way line for the next 5 courses, S 46°38'41" E, a distance of 396.54 feet to the beginning of a curve, concave Northeast, having a radius of 3779.50 feet and a central angle of 9°00'40"; thence on the arc of said curve, a distance of 594.42 feet said arc being subtended by a chord which bears S 51°09'01" E, a distance of 593.81 feet to the curves end; thence S 34°20'39" W, a distance of 1.46 feet to a point on a curve, concave Northeast, having a radius of 3781.00 feet and a central angle of 1°21'32"; thence on the arc of said curve, a distance of 89.68 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 89.68 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet; thence departing said Easterly Right of Way line, S 32°59'07" W, a distance 81.00 feet to a point on the Westerly Right of Way line of the aforesaid Proposed 81 foot Roadway; thence departing said Westerly Right of Way line, S 32°59'07" W, a distance of 59.72 feet; thence S 12°57'19" W, a distance of 69.42 feet; thence S 84°11'10" W, a distance of 97.15 feet; thence S 34°11'08" W, a distance of 108.34 feet; thence N 72°56'26" W, a distance of 29.97 feet; thence S 34°11'08" W, a

distance of 40.07 feet; thence S 38°41'19" E, a distance of 29.97 feet; thence S 34°11'08" W, a distance of 171.22 feet; thence S 72°31'46" W, a distance of 12.29 feet; thence S 72°31'46" W, 22.07 feet to the Point of Beginning; thence S 72°31'46" W, a distance of 19.08 feet; thence S 68°01'03" W, a distance of 25.33 feet; thence N 55°42'52" W, a distance of 34.22 feet; thence N 31°41'41" W, a distance of 15.70 feet; thence N 69°06'01" W, a distance of 44.35 feet; thence S 53°38'52" W, a distance of 78.89 feet; thence S 34°29'56" W, a distance of 63.47 feet; thence S 30°10'18" W, a distance of 53.84 feet; thence S 08°52'58" W, a distance of 75.36 feet; thence S 04°27'18" E, a distance of 71.22 feet; thence S 46°28'10" E, a distance of 49.08 feet; thence S 32°37'20" E, a distance of 66.03 feet; thence S 26°04'01" W, a distance of 53.75 feet; thence S 37°58'50" W, a distance of 57.84 feet; thence S 62°34'51" W, a distance of 29.37 feet; thence N 48°20'37" W, a distance of 55.02 feet; thence S 51°56'53" W, a distance of 79.17 feet; thence S 20°35'12" E, a distance of 20.03 feet; thence S 09°17'49" W, a distance of 70.58 feet; thence S 20°46'35" E, a distance of 32.56 feet; thence S 07°14'02" E, a distance of 103.53 feet; thence S 07°44'37" W, a distance of 22.34 feet; thence S 59°24'58" W, a distance of 62.46 feet; thence S 14°54'14" W, a distance of 54.69 feet; thence S 21°40'07" E, a distance of 22.14 feet; thence S 55°24'30" E, a distance of 68.83 feet; thence S 69°59'57" E, a distance of 62.64 feet; thence S 17°28'37" E, a distance of 16.02 feet; thence S 82°18'02" W, a distance of 20.50 feet; thence S 17°43'51" E, a distance of 22.96 feet to a point on the Northerly Right of Way line of Florida Power & Light Company (100 foot Easement for Right of Way) as recorded in Official Record Book 123, Page 284 of the Public Records of Nassau County, Florida; thence on said Northerly Right of Way line for the next 2 courses, S 72°16'09" W, a distance of 96.12 feet; thence S 89°02'41" W, a distance of 853.11 feet to a point on the Easterly line of those lands described in Official Record Book 956, Page 1636 of said Public Records; thence departing said Northerly Right of Way line and on said Easterly line, N 16°36'59" W, a distance of 487.28 feet; thence departing said Easterly line, N 86°16'16" E, a distance of 91.43 feet; thence N 74°52'14" E, a distance of 138.89 feet; thence S 87°37'00" E, a distance of 75.78 feet; thence S 69°16'33" E, a distance of 86.85 feet; thence S 57°48'26" E, a distance of 63.54 feet; thence N 75°58'23" E, a distance of 32.37 feet; thence N 34°49'55" E, a distance of 122.89 feet; thence N 86°56'01" E, a distance of 39.10 feet; thence S 69°46'12" E, a distance of 33.41 feet; thence N 70°57'47" E, a distance of 115.97 feet; thence N 14°11'09" E, a distance of 146.72 feet; thence N 16°15'48" E, a distance of 130.05 feet; thence N 04°01'00" E, a distance of 49.81 feet; thence N 20°09'03" E, a distance of 47.56 feet; thence N 31°50'57" E, a distance of 48.05 feet; thence N 11°08'24" E, a distance of 156.74 feet; thence N 57°58'41" E, a distance of 98.10 feet; thence N 49°58'36" E, a distance of 61.31 feet; thence N 40°51'52" E, a distance of 97.94 feet; thence N 22°51'02" E, a distance of 62.00 feet; thence N 01°11'39" W, a distance of 150.20 feet; thence N 56°12'50" E, a distance of 16.17 feet; thence S 17°47'08" E, a distance of 91.18 feet; thence S 35°50'13" E, a distance of 22.23 feet; thence S 29°08'26" E, a distance of 376.39 feet; thence S 29°56'40" E, a distance of 142.03 feet to the Point of Beginning.

LSS-330
2017ANE00595

CONSERVATION EASEMENT A (5.42 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a 81 foot Roadway Parcel "A" (81 foot Right of Way) as recorded in Official Record Book 1981, Page 163 of the Public records of Nassau County, Florida, said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said 81 foot Roadway and on the Easterly Right of Way line of a 81 foot Roadway Parcel "B" (81 foot Right of Way) of those lands described in Official Record Book 1981, Page 163 of the Public Records of Nassau County, Florida and on the arc of said curve, for the next 7 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 14°52'36"; thence on the arc of said curve, a distance of 378.95 feet said arc being subtended by a chord which bears S 49°34'35" E, a distance of 377.89 feet; thence S 57°00'53" E, a distance of 169.65 feet to the Point of Beginning; thence continue on said Easterly Right of Way line of a 81 foot Roadway Parcel "B", S 57°00'53" E, a distance of 462.58 feet; thence departing said Easterly Right of Way line of a 81 foot Roadway Parcel "B", S 88°09'19" E, a distance of 51.91 feet; thence N 54°08'46" E, a distance of 44.59 feet; thence N 13°24'35" E, a distance of 34.26 feet; thence N 63°21'15" E, a distance of 44.92 feet; thence N 39°54'02" E, a distance of 64.70 feet; thence N 81°27'53" E, a distance of 91.05 feet; thence N 65°45'01" E, a distance of 56.27 feet; thence S 88°16'23" E, a distance of 37.88 feet; thence N 39°13'01" E, a distance of 112.75 feet; thence N 55°08'36" E, a distance of 48.92 feet; thence N 34°48'42" E, a distance of 65.79 feet; thence N 18°48'32" E, a distance of 124.04 feet; thence N 52°02'57" E, a distance of 14.08 feet to a point on the Westerly line of a Proposed 15 foot Trail Easement; thence on said Westerly line, N 33°15'25" W, a distance of 79.85 feet to a point on the Southerly line of Conservation Easement 4A; thence departing said Westerly line and on said Southerly line for the next 13 courses, S 82°57'37" W, a distance of 20.29 feet; thence S 81°38'06" W, a distance of

112.70 feet; thence S 59°50'30" W, a distance of 59.74 feet; thence S 45°56'46" W, a distance of 91.67 feet; thence N 78°51'59" W, a distance of 126.84 feet; thence S 66°37'31" W, a distance of 46.27 feet; thence S 51°42'45" W, a distance of 85.19 feet; thence S 31°52'35" W, a distance of 53.35 feet; thence S 77°17'04" W, a distance of 78.71 feet; thence N 80°09'20" W, a distance of 71.37 feet; thence N 78°04'45" W, a distance of 183.83 feet; thence S 42°53'46" W, a distance of 40.40 feet; thence S 26°15'50" W, a distance of 80.34 feet to the Point of Beginning.

LSS-331
2016ANE02122

CONSERVATION EASEMENT 4A (2.92 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said Proposed 81 foot Roadway and on the arc of said curve, for the next 8 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 13°58'04"; thence on the arc of said curve, a distance of 355.80 feet said arc being subtended by a chord which bears S 49°07'20" E, a distance of 354.92 feet to a point on the Northerly line of Nassau A1A Tract - North of those lands described in Official Record Book 1271, Page 897 of the Public Records of Nassau County, Florida said point also being on a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 0°54'31"; thence continue on the arc of said curve, a distance of 23.15 feet said arc being subtended by a chord which bears S 56°33'38" E, a distance of 23.15 feet to the curves end; thence S 57°00'53" E, a distance of 107.45 feet to the Point of Beginning; thence N 37°13'26" E, a distance of 138.19 feet; thence N 53°12'22" E, a distance of 84.10 feet; thence N 72°29'05" E, a distance of 118.45 feet; thence

N 81°59'57" E, a distance of 128.08 feet; thence N 73°07'53"E, a distance of 290.78 feet; thence N 69°25'51"E, a distance of 210.67 feet to a point on the Westerly line of a Proposed Trail Easement; thence on said Westerly line, S 33°15'25" E, a distance of 158.77 feet; thence departing said Westerly line, S 82°57'37" W, a distance of 20.29 feet; thence S 81°38'06" W, a distance of 112.70 feet; thence S 59°50'30" W, a distance of 59.74 feet; thence S 45°56'46" W, a distance of 91.67 feet; thence N 78°51'59" W, a distance of 126.84 feet; thence S 66°37'31" W, a distance of 46.27 feet; thence S 51°42'45" W, a distance of 85.19 feet; thence S 31°52'35" W, a distance of 53.35 feet; thence S 77°17'04" W, a distance of 78.71 feet; thence N 80°09'20" W, a distance of 71.37 feet; thence N 78°04'45" W, a distance of 183.83 feet; thence S 42°53'46" W, a distance of 40.40 feet; thence S 26°15'50" W, a distance of 80.34 feet; thence N 57°00'53" W, a distance of 62.20 feet to the Point of Beginning.

LSS-339
2016ANE02122

CONSERVATION EASEMENT 4B (1.94 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said Proposed 81 foot Roadway and on the arc of said curve, for the next 8 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 13°58'04"; thence on the arc of said curve, a distance of 355.80 feet said arc being subtended by a chord which bears S 49°07'20" E, a distance of 354.92 feet to a point on the Northerly line of Nassau A1A Tract – North of those lands described in Official Record Book 1271, Page 897 of the Public Records of Nassau County, Florida said point also being on a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 0°54'31"; thence continue on the arc of said curve, a distance of 23.15

feet said arc being subtended by a chord which bears S 56°33'38" E, a distance of 23.15 feet to the curves end; thence S 57°00'53" E, a distance of 107.45 feet; thence N 37°13'26" E, a distance of 138.19 feet; thence N 53°12'22" E, a distance of 84.10 feet; thence N 72°29'05" E, a distance of 118.45 feet; thence N 81°59'57" E, a distance of 128.08 feet; thence N 73°07'53" E, a distance of 290.78 feet; thence N 69°25'51" E, a distance of 210.67 feet to a point on the Westerly line of a Proposed Trail Easement; thence N 66°48'49" E, a distance of 15.23 feet to a point on the Easterly line of said Proposed Trail Easement and the Point of Beginning; thence N 59°24'57" E, a distance of 176.01 feet; thence N 37°15'56" E, a distance of 36.24 feet; thence N 82°53'04" E, a distance of 54.36 feet; thence N 47°47'37" E, a distance of 152.43 feet; thence S 89°26'35" E, a distance of 140.78 feet; thence N 72°11'48" E, a distance of 307.61 feet; thence N 76°54'29" E, a distance of 109.43 feet; thence N 84°43'04" E, a distance of 129.04 feet; thence N 87°17'54" E, a distance of 68.73 feet; thence S 12°31'43" W, a distance of 37.53 feet; thence S 79°12'26" W, a distance of 90.20 feet; thence S 80°51'47" W, a distance of 69.77 feet; thence S 22°43'55" W, a distance of 15.99 feet; thence S 79°13'46" W, a distance of 40.70 feet; thence N 67°57'20" W, a distance of 50.51 feet; thence S 81°18'31" W, a distance of 90.36 feet; thence S 66°21'30" W, a distance of 88.30 feet; thence S 51°30'00" W, a distance of 61.79 feet; thence S 63°53'40" W, a distance of 116.09 feet; thence N 69°46'31" W, a distance of 52.73 feet; thence S 73°48'38" W, a distance of 84.06 feet; thence S 58°23'34" W, a distance of 79.50 feet; thence S 28°48'39" W, a distance of 59.44 feet; thence S 43°00'48" W, a distance of 97.25 feet; thence S 04°33'08" W, a distance of 62.22 feet; thence S 49°09'49" W, a distance of 41.27 feet; thence S 60°41'56" W, a distance of 56.52 feet; thence S 82°57'37" W, a distance of 28.49 feet to a point on the aforesaid Easterly line of a Proposed Trail Easement; thence on said Easterly line, N 33°15'25" W, a distance of 163.49 feet to the Point of Beginning.

LESS AND EXCEPT (0.01 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said Proposed 81 foot Roadway and on the arc of said curve, for the next 8 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having

a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 13°58'04"; thence on the arc of said curve, a distance of 355.80 feet said arc being subtended by a chord which bears S 49°07'20" E, a distance of 354.92 feet to a point on the Northerly line of Nassau A1A Tract – North of those lands described in Official Record Book 1271, Page 897 of the Public Records of Nassau County, Florida said point also being on a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 0°54'31"; thence continue on the arc of said curve, a distance of 23.15 feet said arc being subtended by a chord which bears S 56°33'38" E, a distance of 23.15 feet to the curves end; thence S 57°00'53" E, a distance of 107.45 feet; thence N 37°13'26" E, a distance of 138.19 feet; thence N 53°12'22" E, a distance of 84.10 feet; thence N 72°29'05" E, a distance of 118.45 feet; thence N 81°59'57" E, a distance of 128.08 feet; thence N 73°07'53" E, a distance of 290.78 feet; thence N 69°25'51" E, a distance of 210.67 feet to a point on the Westerly line of a Proposed Trail Easement; thence N 66°48'49" E, a distance of 15.23 feet to a point on the Easterly line of said Proposed Trail Easement; thence N 59°24'57" E, a distance of 176.01 feet; thence N 37°15'56" E, a distance of 36.24 feet; thence N 82°53'04" E, a distance of 54.36 feet; thence N 47°47'37" E, a distance of 152.43 feet; thence S 89°26'35" E, a distance of 140.78 feet; thence N 72°11'48" E, a distance of 307.61 feet; thence N 76°54'29" E, a distance of 109.43 feet; thence N 84°43'04" E, a distance of 129.04 feet; thence N 87°17'54" E, a distance of 55.35 feet to the Point of Beginning; thence continue N 87°17'54" E, a distance of 13.38 feet; thence S 12°31'43" W, a distance of 37.53 feet; thence S 79°12'26" W, a distance of 21.71 feet; thence N 21°53'00" E, a distance of 43.18 feet to the Point of Beginning.

LSS-340
2018ANE00227

CONSERVATION EASEMENT A6 (0.26 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 2703.04 feet; thence departing said North line, S 00°46'33" E, a distance of 387.32 feet to the Point of Beginning; thence N 59°09'00" E, a distance of 91.52 feet; thence S 89°26'35" E, a distance of 114.72 feet; thence S 47°47'37" W, a distance of 152.43 feet; thence S 82°53'04" W, a distance of 43.68 feet; thence N 30°51'00" W, a distance of 72.22 feet to the Point of Beginning.

LSS-341
2016ANE02121

CONSERVATION EASEMENT 2 (15.50 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East and being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 39°10'59"; thence departing said South line and on said Southeasterly Right of Way line and on the arc of said curve, for the next 3 courses, a distance of 997.09 feet said arc being subtended by a chord which bears N 60°43'31" E, a distance of 977.77 feet to the curves end; thence N 80°19'01" E, a distance of 158.56 feet to the beginning of a curve, concave Northwest, having a radius of 1542.00 feet and a central angle of 6°28'49"; thence on the arc of said curve, a distance of 174.41 feet said arc being subtended by a chord which bears N 77°04'36" E, a distance of 174.31 feet to the Point of Beginning; thence continue on said Southeasterly Right of Way line and on the arc of said curve, a distance of 89.76 and a central angle of 3°20'07", said arc being subtended by a chord which bears N 72°10'08" E, a distance of 89.75 feet; thence departing said Southeasterly Right of Way line, S 58°25'42" E, a distance of 77.99 feet; thence S 53°44'22" E, a distance of 112.07 feet; thence S 67°56'27" E, a distance of 125.86 feet; thence N 74°02'38" E, a distance of 107.86 feet, thence N 41°25'50" E, a distance of 98.53 feet; thence N 06°55'49" E, a distance of 88.22 feet; thence N 23°22'25" W, a distance of 67.03 feet; thence N 12°17'33" W, a distance of 67.70 feet; thence N 38°23'20" W, a distance of 45.73 feet to a point on the aforesaid Southeasterly Right of Way line and on a curve, concave Northwest, having a radius 1542.00 feet and a central angle of 1°16'22"; thence on the arc of said curve, for the next 3 courses a distance of 34.25 feet said arc being subtended by a chord which bears N 53°44'00" E, a distance of 34.25 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 22°37'27"; thence on the arc of said curve, a distance of 575.71 feet said arc being subtended by a chord which bears N 64°24'32" E, a distance of 571.98 feet to the curves end; thence departing said Southeasterly Right of Way line, S 21°35'51" E, a distance of 325.07 feet, thence S 25°07'16" E, a distance of 153.70 feet; thence S 62°53'03" W, a distance of 413.21 feet; thence S 65°10'07" W, a distance of 258.63 feet; thence S 51°53'01" W, a distance of 398.81 feet; thence S 53°28'10" W, a distance of 140.60 feet; thence S 46°54'32" W, a distance of 147.26 feet; thence N 84°07'30" W, a distance of 77.24 feet; thence N 56°42'39" W, a distance of 136.64 feet, thence N 43°35'05" W, a distance of 109.02

feet; thence N 29°09'38" W, a distance of 114.70 feet; thence N 01°35'14" W, a distance of 139.65 feet; thence N 28°10'35" E, a distance of 139.33 feet, thence N 75°52'46" E, a distance of 76.35 feet; thence N 41°36'24" E, a distance of 146.29 feet to the Point of Beginning.

LESS AND EXCEPT Pond Tract 13, designated as Pond 13 Drainage Easement on Plat of Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida, which was conveyed to the East Nassau Stewardship District by Special Warranty Deed from Wildlight LLC, dated July 6, 2022, and recorded in OR Book 2576, Page 328.

LSS-349
2017ANE00600

CONSERVATION EASEMENT "G" (4.95 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 90 foot Roadway (90 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line of said Proposed 90 foot Roadway and on the arc of said curve, for the next 2 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 366.85 feet to a point on the Easterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said Southeasterly Right of Way line and on said Easterly Right of Way line for the next 5 courses, S 46°38'41" E, a distance of 396.54 feet to the beginning of a curve, concave Northeast, having a radius of 3779.50 feet and a central angle of 9°00'40"; thence on the arc of said curve, a distance of 594.42 feet said arc being subtended by a chord which bears S 51°09'01" E, a distance of 593.81 feet to the curves end; thence S 34°20'39" W, a distance of 1.46 feet to a point on a curve, concave Northeast, having a radius of 3781.00 feet and a central angle of 1°21'32"; thence on the arc of said curve, a distance of 89.68 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 89.68 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet; thence departing said Easterly Right of Way line, S 32°59'07" W, a distance 81.00 feet to a point on the Westerly Right of Way line of the aforesaid Proposed 81 foot Roadway and the Point of Beginning; thence departing said Westerly Right of Way line, S 32°59'07" W, a distance of 59.72 feet; thence S 12°57'19" W, a

distance of 69.42 feet; thence S 84°11'10" W, a distance of 97.15 feet; thence S 34°11'08" W, a distance of 108.34 feet; thence N 72°56'26" W, a distance of 29.97 feet; thence S 34°11'08" W, a distance of 40.07 feet; thence S 38°41'19" E, a distance of 29.97 feet; thence S 34°11'08" W, a distance of 171.22 feet; thence S 72°31'46" W, a distance of 12.29 feet; thence N 30°12'06" W, a distance of 113.5 feet; thence N 28°39'13" W, a distance of 166.00 feet; thence N 30°52'05" W, a distance of 126.82 feet; thence N 26°37'27" W, a distance of 106.03 feet; thence N 21°14'18" W, a distance of 125.46 feet; thence N 56°12'50" E, a distance of 22.09 feet; thence N 72°01'51" E, a distance of 91.10 feet; thence N 44°50'02" E, a distance of 132.43 feet to a point on the aforesaid Westerly Right of Way line of a Proposed 81 foot Roadway said point being on a curve, concave Northeast, having a radius of 3862.00 feet and a central angle of 1°21'32"; thence on said Westerly Right of Way line and on the arc of said curve for the next 2 courses, a distance of 91.60 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 91.60 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet to the Point of Beginning.

LESS & EXCEPT LSS3160 - LSP-1237 Trail Easement B (0.90 Ac.)

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 Southwesterly corner of Wildlight Avenue (78 foot Right of Way) as shown on Plat of Market Street Office Site as recorded in Plat Book 8, Pages 156, 157, 158, 159 and 160 of the Public Records of Nassau County, Florida; thence on the Westerly Right of Way line of Wildlight Avenue (81 foot Right of Way) for the next 5 courses, S 32°59'07" W, a distance of 3.00 feet; thence N 57°00'53" W, a distance of 436.40 feet to the beginning of a curve, concave Northeast, having a radius of 3862.00 feet and a central angle of 0°59'17"; thence on the arc of said curve, a distance of 66.60 feet said arc being subtended by a chord which bears N 56°31'15" W, a distance of 66.60 feet to the Point of Beginning; thence departing said Westerly Right of Way line, S 34°0'39" W, a distance of 2.38 feet; thence S 44°50'02" W, a distance of 140.77 feet; thence S 72°01'51" W, a distance of 93.67 feet; thence S 56°12'50" W, a distance of 24.19 feet to a point on the Westerly line of Conservation Easement "G" as recorded in Official Record Book 2158, Page 1983 of the Public Records of Nassau County, Florida; thence on said Westerly line for the next 5 courses, S 21°14'18" E, a distance of 99.84 feet; thence S 26°37'27" E, a distance of 106.03 feet; thence S 30°52'05" E, a distance of 126.82 feet; thence S 28°39'13" E, a distance of 166.00 feet; thence S 30°12'06" E, a distance of 113.50 feet to a point on the Westerly line of Tract "A" of East Nassau - Wildlight Phase 1a as recorded in Plat Book 8, Pages 203-213 of the Public Records of Nassau County, Florida; thence departing said Westerly line and on said Westerly line, S 72°31'46" W, a distance of 22.07 feet to the Southeast corner of Conservation Easement "H" as recorded in said Official Record Book 2158, Page 1983; thence departing said Westerly line and on the Easterly of said Conservation Easement "H" for the next 4 courses, N 29°56'40" W, a distance of 142.03 feet; thence N 29°08'26" W, a distance of 376.39 feet; thence N 35°50'13" W, a distance of 22.23 feet; thence

N 17°47'08" W, a distance of 91.18 feet to the Northeast corner of said Conservation Easement "H"; thence departing said Easterly line and on the Westerly prolongation of the North line of aforesaid Conservation Easement "G" and on the said North line of Conservation Easement "G" for the next 3 courses, N 56°12'50" E, a distance of 47.81 feet; thence N 72°01'51" E, a distance of 91.10 feet; thence N 44°50'02" E, a distance of 132.43 feet to the beginning of a curve, concave Northeast, having a radius of 3862.00 feet and a central angle of 0°22'15"; thence on the arc of said curve, a distance of 25.00 feet said arc being subtended by a chord which bears S 55°50'29" E, a distance of 25.00 feet to the Point of Beginning.

LSS-358
2017ANE00600

CONSERVATION EASEMENT "D" (1.16 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 90 foot Roadway (90 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line of said Proposed 90 foot Roadway and on the arc of said curve, for the next 2 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 366.85 feet to a point on the Easterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said Southeasterly Right of Way line for the next 5 courses, S 46°38'41" E, a distance of 396.54 feet to the beginning of a curve, concave Northeast, having a radius of 3779.50 feet and a central angle of 9°00'40"; thence on the arc of said curve, a distance of 594.42 feet said arc being subtended by a chord which bears S 51°09'01" E, a distance of 593.81 feet to the curves end; thence S 34°20'39" W, a distance of 1.46 feet to a point on a curve, concave Northeast, having a radius of 3781.00 feet and a central angle of 1°21'32"; thence on the arc of said curve, a distance of 89.68 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 89.68 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet to the Point of Beginning; thence N 32°59'07" E, a distance of 1.50 feet; thence S 88°09'19" E, a distance of 51.91 feet; thence N 54°08'46" E, a distance of 44.59 feet; thence N 13°24'35" E, a distance of 34.26 feet; thence N 63°21'15" E, a distance of 44.92 feet; thence N 39°54'02" E, a distance of 64.70 feet; thence N 81°27'53" E, a distance of 91.05 feet; thence N 65°45'01" E, a distance of 56.27 feet; thence S 88°16'23" E, a distance of 37.88 feet; thence N 39°13'01" E, a distance of 112.75 feet; thence N 55°08'36" E, a distance

of 48.92 feet; thence N 34°48'42" E, a distance of 65.79 feet; thence N 18°48'31" E, a distance of 124.04 feet; thence N 52°03'00" E, a distance of 81.57 feet; thence S 54°29'53" E, a distance of 48.03 feet; thence S 08°56'30" E, a distance of 66.05 feet; thence S 71°50'03" E, a distance of 104.75 feet; thence N 44°42'29" E, a distance of 62.04 feet; thence N 16°02'54" E, a distance of 57.69 feet; thence N 38°32'35" E, a distance of 55.91 feet; thence N 67°07'37" E, a distance of 68.68 feet; thence N 89°03'59" E, a distance of 60.72 feet; thence S 48°59'51" E, a distance of 42.95 feet; thence S 84°38'45" E, a distance of 52.77 feet; thence N 79°28'10" E, a distance of 102.14 feet; thence N 61°09'33" E, a distance of 57.10 feet; thence N 42°27'48" E, a distance of 63.46 feet; thence N 67°04'03" E, a distance of 175.82 feet; thence S 16°20'10" W, a distance of 77.84 feet to the beginning of a curve, concave Northeast, having a radius of 332.50 feet and a central angle of 8°13'35"; thence on the arc of said curve, a distance of 47.74 feet said arc being subtended by a chord which bears S 24°42'10" W, a distance of 47.70 feet to the curves end; thence N 72°30'30" W, a distance of 128.87 feet; thence S 37°32'12" W, a distance of 69.04 feet; thence S 17°33'13" W, a distance of 47.59 feet; thence N 82°32'07" W, a distance of 88.50 feet; thence N 86°30'34" W, a distance of 88.50 feet; thence S 89°30'59" W, a distance of 88.50 feet; thence S 85°32'32" W, a distance of 88.50 feet; thence S 05°53'13" E, a distance of 120.00 feet; thence S 81°27'05" W, a distance of 83.40 feet; thence S 77°20'10" W, a distance of 83.40 feet; thence N 13°33'19" W, a distance of 29.41 feet; thence N 36°45'14" W, a distance of 13.39 feet; thence N 83°09'03" W, a distance of 13.39 feet; thence S 73°39'02" W, a distance of 102.6 feet; thence S 53°00'27" W, a distance of 12.14 feet; thence S 11°02'36" W, a distance of 12.14 feet; thence S 01°29'21" W, a distance of 28.40 feet; thence S 70°51'23" W, a distance of 50.19 feet; thence S 54°41'07" W, a distance of 92.24 feet; thence S 39°13'01" W, a distance of 113.54 feet; thence N 88°16'23" W, a distance of 38.66 feet; thence S 65°45'01" W, a distance of 62.40 feet; thence S 06°30'39" W, a distance of 18.07 feet; thence S 70°01'59" W, a distance of 22.72 feet; thence S 57°09'51" W, a distance of 150.42 feet; thence S 45°04'29" W, a distance of 31.00 feet; thence S 34°51'56" W, a distance of 46.38 feet; thence N 57°00'53" W, a distance of 15.00 feet; thence N 34°51'56" E, a distance of 5.00 feet; thence N 57°00'53" W, a distance of 30.00 feet; thence S 34°51'56" W, a distance of 15.01 feet to a point on the Easterly Right of Way line of a Proposed 78 foot Roadway (78 foot Right of Way); thence on said Easterly Right of Way line, N 57°00'53" W, a distance of 25.97 feet to the Point of Beginning.

LSS-717
2017ANE00595

CONSERVATION EASEMENT "B" (6.50 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a 81 foot Roadway Parcel "A" (81 foot Right of Way) as recorded in Official Record Book 1981, Page 163 of the Public records of Nassau County, Florida, said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said 81 foot Roadway and on the Easterly Right of Way line of a 81 foot Roadway Parcel "B" (81 foot Right of Way) of those lands described in Official Record Book 1981, Page 163 of the Public Records of Nassau County, Florida and on the arc of said curve, for the next 7 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 14°52'36"; thence on the arc of said curve, a distance of 378.95 feet said arc being subtended by a chord which bears S 49°34'35" E, a distance of 377.89 feet; thence S 57°00'53" E, a distance of 632.22 feet; thence departing said Easterly Right of Way line of a 81 foot Roadway Parcel "B", S 88°09'19" E, a distance of 51.91 feet; thence N 54°08'46" E, a distance of 44.59 feet; thence N 13°24'35" E, a distance of 34.26 feet; thence N 63°21'15" E, a distance of 44.92 feet; thence N 39°54'02" E, a distance of 64.70 feet; thence N 81°27'53" E, a distance of 91.05 feet; thence N 65°45'01" E, a distance of 56.27 feet; thence S 88°16'23" E, a distance of 37.88 feet; thence N 39°13'01" E, a distance of 112.75 feet; thence N 55°08'36" E, a distance of 48.92 feet; thence N 34°48'42" E, a distance of 65.79 feet; thence N 18°48'32" E, a distance of 124.04 feet; thence N 52°02'57" E, a distance of 14.08 feet to a point on the Westerly line of a Proposed 15 foot Trail Easement; thence N 52°02'59" E, a distance of 15.05 feet to a point on the Easterly line of said Proposed 15 foot Trail Easement and the Point of Beginning; thence N 52°03'00" E, a distance of 52.44 feet; thence S 54°29'53" E, a distance of 48.03 feet; thence S 08°56'30" E, a distance of 66.05 feet; thence S 71°50'03" E, a distance of 104.75 feet; thence N 44°42'29" E, a distance of 62.04 feet; thence N 16°02'54" E, a distance of 57.69 feet; thence N 38°32'35" E, a distance of 55.91 feet; thence N 67°07'37" E, a distance of 68.68 feet; thence N 89°03'59" E, a distance of 60.72 feet; thence S 48°59'51" E, a distance of 42.95 feet; thence S 84°38'45" E, a distance of 52.77 feet; thence N 79°28'10" E, a distance of 102.14 feet; thence N 61°09'33" E, a distance of 57.10 feet; thence N 42°27'48" E, a distance of 63.46 feet; thence N 67°04'03" E, a distance of 175.82 feet; thence N 16°20'10" E, a distance of 327.15 feet to a point on the Southerly line of Conservation Easement 4B; thence on said Southerly line for the next 18 courses, S 79°12'26" W, a distance of 90.20 feet; thence S 80°51'47" W, a distance of 69.77 feet; thence S 22°43'55" W, a distance of 15.99 feet; thence S 79°13'46" W, a distance of

40.70 feet; thence N 67°57'20" W, a distance of 50.51 feet; thence S 81°18'31" W, a distance of 90.36 feet; thence S 66°21'30" W, a distance of 88.30 feet; thence S 51°30'00" W, a distance of 61.79 feet; thence S 63°53'40" W, a distance of 116.09 feet; thence N 69°46'31" W, a distance of 52.73 feet; thence S 73°48'38" W, a distance of 84.06 feet; thence S 58°23'34" W, a distance of 79.50 feet; thence S 28°48'39" W, a distance of 59.44 feet; thence S 43°00'48" W, a distance of 97.25 feet; thence S 04°33'08" W, a distance of 62.22 feet; thence S 49°09'49" W, a distance of 41.27 feet; thence S 60°41'56" W, a distance of 56.52 feet; thence S 82°57'37" W, a distance of 28.49 feet to a point on the aforesaid Easterly line of a Proposed 15 foot Trail Easement; thence on said Easterly line, S 33°15'25" E, a distance of 71.23 feet to the Point of Beginning.

LESS AND EXCEPT LSS721 - LSP1574 - Recreation and/or Community Amenity Tract 8, containing 0.45 acre as shown and delineated on Plat of East Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida.

LSS-719
2018ANE00227

CONSERVATION EASEMENT A7 (0.10 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 3432.97 feet; thence departing said North line, S 00°46'33" E, a distance of 235.23 feet to the Point of Beginning; thence N 72°12'00" E, a distance of 220.83 feet; thence S 21°53'00" W, a distance of 55.70 feet; thence S 87°17'54" W, a distance of 55.35 feet; thence S 84°43'04" W, a distance of 129.04 feet; thence S 76°54'29" W, a distance of 5.87 feet to the Point of Beginning.

LSS-817
2020ANE00809

Conservation Easement 4B (2.65 Ac.)

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 6085.39 feet; thence departing said North line, S 00°46'33" E, a distance of 319.64 feet to the Point of Beginning; thence S 34°31'52" E, a distance of 263.26 feet; thence S 63°13'56" W, a distance of 52.47 feet; thence S 05°38'48" W, a distance of 45.91 feet; thence S 24°24'42" E, a distance of 58.63 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 89°50'48"; thence on the arc of said curve, a distance of 39.20 feet said arc being subtended by a chord which bears S 20°30'42" W, a distance of 35.31 feet to the curves end; thence S 65°26'05" W, a distance of 78.11 feet; thence S 80°13'16" W, a distance of 12.76 feet; thence N 84°59'33" W, a distance of 56.38 feet; thence N 78°19'32" W, a distance of 47.90 feet; thence S 57°11'25" W, a distance of 73.12 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and central angle of 90°53'40"; thence on the arc of said curve, a distance of 39.66 feet said arc being subtended by a chord which bears N 77°21'46" W, a distance of 35.63 feet to the curves end; thence N 31°54'56" W, a distance of 56.10 feet; thence S 86°29'39" W, a distance of 76.51 feet; thence S 45°13'31" W, a distance of 18.72 feet; thence N 44°46'29" W, a distance of 3.41 feet to the beginning of a curve, concave Southeast, having a radius of 1065.00 feet and central angle of 24°48'33"; thence on the arc of said curve, a distance of 461.14 feet said arc being subtended by a chord which bears N 31°06'22" E, a distance of 457.55 feet to the beginning of a curve, concave Northerly, having a radius of 180.00 feet and central angle of 18°42'44"; thence on the arc of said curve, a distance of 58.79 feet said arc being subtended by a chord which bears N 89°26'58" E, a distance of 58.53 feet to the Point of Beginning.

LSS-835
2020ANE00809

Conservation Easement 4C (16.13 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, S 89°13'27" W, a distance of 6443.42 feet; thence departing said South line, N 00°46'33" W, a distance of 737.30 feet to the Point of Beginning; thence S 69°12'54" W, a distance of 73.21 feet; thence S 48°12'38" W, a distance of 99.20 feet; thence S 58°17'36" W, a distance of 86.21 feet; thence S 09°47'00" E, a distance of 69.52 feet; thence S 28°24'45" W, a distance of 123.08 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 97°05'34"; thence on the arc of said curve, a distance of 42.36 feet said arc being subtended by a chord which bears S 76°57'32" W, a distance of 37.47 feet to the curves end; thence N 54°29'41" W,

a distance of 51.24 feet; thence S 35°00'40" W, a distance of 47.45 feet; thence S 07°43'04" W, a distance of 80.31 feet; thence S 17°53'16" W, a distance of 79.44 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 85°42'01"; thence on the arc of said curve, a distance of 37.39 feet said arc being subtended by a chord which bears S 60°44'17" W, a distance of 34.00 feet to the curves end; thence N 76°24'43" W, a distance of 58.29 feet; thence S 39°47'58" W, a distance of 57.61 feet; thence S 24°25'19" W, a distance of 129.63 feet; thence N 33°43'05" W, a distance of 227.92 feet; thence N 31°56'51" W, a distance of 264.95 feet; thence N 28°44'36" W, a distance of 71.60 feet; thence N 31°39'28" W, a distance of 355.18 feet; thence S 64°40'36" E, a distance of 288.74 feet; thence N 47°29'22" E, a distance of 2.45 feet; thence N 47°29'22" E, a distance of 86.57 feet; thence N 40°54'52" E, a distance of 68.18 feet; thence N 62°06'27" E, a distance of 187.99 feet to the beginning of curve, concave Northerly, having a radius of 1563.00 feet and central angle of 4°29'56"; thence on the arc of said curve, a distance of 122.73 feet said arc being subtended by a chord which bears S 87°34'20" E, a distance of 122.69 feet to the curves end; thence S 89°49'18" E, a distance of 323.36 feet to the beginning of a curve, concave Northerly, having a radius of 2063.00 feet and central angle of 9°49'29"; thence on the arc of said curve, a distance of 353.75 feet said arc being subtended by a chord which bears N 85°15'58" E, a distance of 353.32 feet to the curves end; thence N 80°21'13" E, a distance of 386.03 feet; thence N 81°27'27" E, a distance of 68.66 feet; thence S 07°52'24" E, a distance of 77.17 feet; thence S 27°26'13" W, a distance of 112.58 feet; thence S 38°42'44" W, a distance of 111.72 feet; thence S 26°45'02" W, a distance of 58.43 feet; thence S 16°58'47" E, a distance of 113.49 feet; thence S 05°35'07" E, a distance of 67.38 feet; thence S 30°03'40" W, a distance of 67.78 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 89°36'35"; thence on the arc of said curve, a distance of 39.10 feet said arc being subtended by a chord which bears S 74°51'58" W, a distance of 35.23 feet to the curves end; thence N 60°19'44" W, a distance of 92.63 feet; thence N 60°56'45" W, a distance of 75.44 feet; thence N 65°35'10" W, a distance of 107.63 feet; thence S 64°07'26" W, a distance of 74.26 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and central angle of 74°08'23"; thence on the arc of said curve, a distance of 32.35 feet said arc being subtended by a chord which bears N 78°48'23" W, a distance of 30.14 feet to the curves end; thence N 41°44'12" W, a distance of 91.92 feet; thence N 38°05'45" W, a distance of 89.68 feet; thence N 64°50'23" W, a distance of 36.14 feet; thence N 87°17'10" W, a distance of 60.73 feet to the Point of Beginning.

LSS855
2018ANE00227

CONSERVATION EASEMENT A1-B (2.57 Ac.)

A parcel of land, 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 Mill

Grant, Section 50, Township 3 North, Range 27 East, all in Nassau County, Florida, containing 2.57 acres, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, N 89°13'27" E, a distance of 251.41 feet to a point on the Southeasterly line of Conservation Easement A1 as recorded in Official Record Book 2215, Page 1508 of the public records of Nassau County, Florida the Point of Beginning; thence departing said South line and on said Southeasterly line for the next 3 courses, N 48°29'04" W, a distance of 67.95 feet; thence N 31°49'53" W, a distance of 86.02 feet; thence N 38°02'38" W, a distance of 42.06 feet; thence departing said Southeasterly line, N 61°07'39" E, a distance of 204.04 feet to the beginning of a curve, concave Southwest, having a radius of 25.00 feet and a central angle of 83°13'06"; thence on the arc of said curve, a distance of 36.31 feet said arc being subtended by a chord which bears S 77°15'48" E, a distance of 33.20 feet to the curves end; thence S 35°39'15" E, a distance of 227.25 feet to the beginning of a curve, concave Northeast, having a radius of 1565.00 feet and a central angle of 9°09'00"; thence on the arc of said curve, a distance of 249.93 feet said arc being subtended by a chord which bears S 40°13'45" E, a distance of 249.66 feet to the curves end; thence S 50°59'38" W, a distance of 5.86 feet; thence S 46°38'41" E, a distance of 261.35 feet; thence S 64°40'38" W, a distance of 28.56 feet to a point on the aforesaid Southeasterly line; thence on said Southeasterly line for the next 4 courses, N 66°25'10" W, a distance of 22.16 feet; thence N 60°41'33" W, a distance of 161.45 feet; thence N 63°26'56" W, a distance of 202.68 feet; thence N 56°59'37" W, a distance of 138.00 feet; thence N 48°29'04" W, a distance of 112.35 feet to the Point of Beginning.

LSS856
2018ANE00227

CONSERVATION EASEMENT A1-A (1.76 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill 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, containing 1.76 acres, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the West line of said Section 50, N 01°09'44" W, a distance of 208.54 feet to a point on the Southeasterly line of Conservation Easement A1 as recorded in Official Record Book 2215, Page 1508 of the public records of Nassau County, Florida; thence on said Southeasterly line, N 80°13'15" E, a distance of 59.77 feet to the Point of Beginning; thence continue on said Southeasterly line for the next 3 courses, N 05°19'58" E, a distance of 50.12 feet; thence N 21°51'25" W, a distance of 205.51 feet; thence N 15°50'39" W, a distance of 186.66

feet; thence departing said Southeasterly line, N 55°27'59" E, a distance of 103.04 feet to the beginning of a curve, concave Northeast, having a radius of 1265.00 feet and a central angle of 1°07'15"; thence on the arc of said curve, a distance of 24.74 feet said arc being subtended by a chord which bears S 35°05'38" E, a distance of 24.74 feet to the curves end; thence S 35°39'15" E, a distance of 399.72 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and a central angle of 96°46'27"; thence on the arc of said curve, a distance of 42.23 feet said arc being subtended by a chord which bears S 12°43'58" W, a distance of 37.38 feet to the curves end; thence S 61°07'12" W, a distance of 179.42 feet; thence S 76°36'35" W, a distance of 45.18 feet to the Point of Beginning.

LSS-862
2016ANE02121

CONSERVATION EASEMENT 1 (21.75 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, N 89°13'27" E, a distance of 1064.37 feet to a point on the Northwesterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said South line and on said Northwesterly Right of Way line for the next 2 courses, N 40°57'47" E, a distance of 67.93 feet to a point being on a curve, concave Southeast, having a radius of 1539.00 feet and a central angle of 16°23'55"; thence on the arc of said curve, a distance of 440.48 feet said arc being subtended by a chord which bears N 49°09'44" E, a distance of 438.97 feet to the Southwest corner of Proposed School Site; thence departing said Northwesterly Right of Way line and on the Westerly line of said Proposed School Site for the next 3 courses, N 47°17'21" W, a distance of 343.20 feet; thence N 75°33'39" W, a distance of 186.91 feet; thence N 25°47'37" E, a distance of 113.92 feet to on the Northerly line of said Proposed School Site and the Point of Beginning; thence departing said Westerly line and on said Northerly line and on the Easterly line of said Proposed School Site for the next 35 courses, N 84°05'09" E, a distance of 119.09 feet; thence N 63°45'37" E, a distance of 126.50 feet; thence N 40°10'13" E, a distance of 220.49 feet; thence N 62°54'02" E, a distance of 56.34 feet; thence N 18°47'38" E, a distance of 65.27 feet; thence N 35°42'80" W, a distance of 32.12 feet; thence N 52°44'07" E, a distance of 58.53 feet; thence S 60°24'13" E, a distance of 70.38 feet thence N 69°44'16" E, a distance of 111.69 feet; thence S 87°24'42" E, a distance of 66.18 feet; thence N 62°42'01" E, a distance of 189.42 feet; thence N 42°13'17" W, a distance of 94.35 feet thence N 61°27'48" E, a distance of 222.30 feet; thence N 21°06'17" W, a distance of 51.44 feet thence S 70°56'01" E, a distance of 71.65 feet; thence N 61°00'12" E, a distance of 79.83 feet; thence N 79°00'09" E, a distance of 93.64 feet thence N 26°49'22" W, a distance of 118.58 feet, thence N 58°50'25" E, a

distance of 168.18 feet; thence S 13°42'57" E, a distance of 60.34 feet; thence S 47°22'55" E, a distance of 108.03 feet; thence S 12°55'18" E, a distance of 70.78 feet; thence S 44°29'12" E, a distance of 59.65 feet; thence S 82°49'32" E, a distance of 46.38 feet; thence S 44°38'23" E, a distance of 65.30 feet; thence N 52°23'10" E, a distance of 210.62 feet; thence N 73°34'27" E, a distance of 57.05 feet thence S 52°06'44" E, a distance of 89.60 feet; thence S 04°27'35" E, a distance of 98.76 feet; thence S 35°42'37" E, a distance of 103.57 feet; thence N 79°16'28" E, a distance of 40.50 feet thence S 36°33'24" E, a distance of 44.28 feet; thence S 08°08'48" W, a distance of 135.24 feet; thence S 20°05'25" W, a distance of 60.49 feet; thence S 00°33'07" W, a distance of 49.09 feet to a point on the aforesaid Northwesterly Right of Way line of a Proposed 81 foot Roadway and said point being on a curve, concave Southeast, having a radius 1539.00 feet and a central angle of 10°25'18"; thence on said Northwesterly Right of Way line and on the arc of said curve, a distance of 279.93 feet said arc being subtended by a chord which bears N 65°40'05" E, a distance of 279.55 feet to the curves end; thence departing said Northwesterly Right of Way line, N 10°10'20" W, a distance of 237.64 feet thence N 04°21'04" W, a distance of 322.93 feet; thence N 01°36'05" E, a distance of 354.25 feet; thence S 85°16'05" W, a distance of 879.81 feet; thence S 49°55'41" W, a distance of 1856.89 feet; thence S 51°03'46" E, a distance of 33.98 feet thence S 73°55'16" E, a distance of 79.40 feet; thence N 72°43'28" E, a distance of 63.48 feet to the Point of Beginning.

LSS864
2018ANE00227

CONSERVATION EASEMENT A4 (19.48 Ac.) as shown and delineated on Plat of East Nassau - Wildlight PDP-3 / POD 5, recorded as Instrument No. 202245009432 in Official Records Book 2546, Pages 1608 through 1613, inclusive, in the Official Records of Nassau County, Florida, and more particularly described as follows:

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, N 89°13'27" E, a distance of 904.16 feet; thence departing said South line, N 00°46'33" W, a distance of 747.04 feet to the Point of Beginning; thence N 67°26'38" W, a distance of 79.23 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and a central angle of 26°46'19"; thence on the arc of said curve, a distance of 11.68 feet said arc being subtended by a chord which bears N 54°03'29" W, a distance of 11.58 feet to the curves end; thence N 40°40'19" W, a distance of 15.46 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and a central angle of 27°30'02"; thence on the arc of said curve, a distance of 12.00 feet said arc being subtended by a chord which bears N 26°55'18" W, a distance

of 11.88 feet to the curves end; thence N 13°10'17" W, a distance of 84.92 feet; thence N 39°13'48" E, a distance of 122.41 feet; thence N 83°42'41" E, a distance of 145.25 feet; thence N 51°53'36" E, a distance of 60.99 feet; thence N 05°39'57" W, a distance of 60.28 feet; thence N 41°54'07" W, a distance of 157.67 feet; thence N 11°08'51" W, a distance of 12.80 feet; thence N 27°34'17" W, a distance of 99.78 feet; thence N 07°53'43" W, a distance of 90.96 feet; thence N 51°36'02" W, a distance of 161.3 feet; thence N 05°17'06" E, a distance of 111.56 feet; thence N 44°50'53" E, a distance of 415.6 feet; thence N 82°38'18" E, a distance of 188.58 feet; thence S 36°37'59" E, a distance of 31.60 feet; thence N 81°55'51" E, a distance of 107.98 feet; thence N 85°14'10" E, a distance of 196.25 feet; thence S 89°28'12" E, a distance of 179.40 feet; thence S 87°58'39" E, a distance of 305.18 feet; thence N 03°20'31" E, a distance of 5.05 feet; thence S 89°52'12" E, a distance of 44.31 feet; thence N 86°56'42" E, a distance of 227.53 feet; thence S 07°31'46" W, a distance of 4.49 feet; thence S 49°55'41" W, a distance of 1856.89 feet to the Point of Beginning.

STATE OF FLORIDA
COUNTY OF NASSAU

CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property (described in **Exhibit A** attached hereto) interest by **WILDLIGHT LLC**, a Delaware limited liability company (Wildlight), the undersigned hereby certifies the following:

1. Wildlight is a disregarded entity as defined in § 1.1445-2(b)(2)(iii);
2. Rayonier TRS Holdings Inc., a Delaware corporation ("Rayonier") is the owner of Wildlight;
3. Rayonier is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii);
4. Rayonier is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
5. Rayonier's U.S. employer identification number is: 20-0392883; and
6. Rayonier's office address is: 1 Rayonier Way, Wildlight, Florida 32097.

Rayonier understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

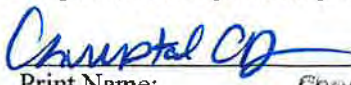
Under penalties of perjury, I declare that I have examined this certification, and to the best of my knowledge and belief, it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Rayonier.

Dated: 2/28/24



John R. Campbell
Assistant Secretary
Rayonier TRS Holdings Inc.

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization this 28 day of February, 2024, by John R. Campbell, who is personally known to me.



Print Name: Chrystal C. Dietz
Notary Public, State of Florida
My Commission Expires: 9-29-27
Commission No.: HH 410826

Exhibit A property

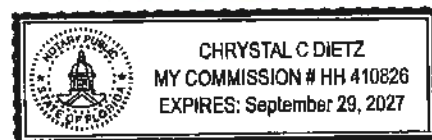


EXHIBIT "A"

Nassau County, Florida

LSS-828

Conservation Easement C (109.56 Ac.)

SITE 1:

A parcel of land, 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 Mill Grant, Section 50, Township 3 North, Range 27 East, all in Nassau County, Florida and being a portion of East Nassau - Wildlight PDP 3 / Pod 4 North as recorded in Official Record Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida, and being more particularly described as follows:

Begin at the Southwest corner of East Nassau - Wildlight PDP 3 / Pod 4 North as recorded in Official Record Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida said point also being on the Northerly Right of Way line of State Road No. 200 (A1A) (184 foot Right of Way); thence on the Westerly line of said East Nassau - Wildlight PDP 3 / Pod 4 North for the next 63 courses, N 14°34'24" W, a distance of 26.17 feet; thence N 37°44'05" W, a distance of 19.94 feet; thence N 19°00'35" W, a distance of 20.68 feet; thence N 27°51'55" E, a distance of 22.98 feet; thence N 05°35'01" E, a distance of 51.12 feet; thence N 50°18'54" W, a distance of 61.48 feet; thence S 83°17'51" W, a distance of 9.53 feet; thence N 69°59'54" W, a distance of 8.68 feet; thence N 45°00'00" W, a distance of 12.94 feet; thence N 15°00'01" W, a distance of 12.94 feet; thence N 08°14'40" E, a distance of 24.44 feet; thence N 65°02'35" W, a distance of 33.83 feet; thence N 81°48'40" W, a distance of 40.47 feet; thence N 49°28'48" W, a distance of 17.14 feet; thence N 03°50'14" W, a distance of 25.32 feet; thence N 03°50'14" W, a distance of 97.07 feet; thence N 81°07'49" W, a distance of 651.34 feet; thence S 72°16'09" W, a distance of 92.45 feet to a point on a curve, concave Northeast, having a radius of 455.55 feet and a central angle of 64°10'20"; thence on the arc of said curve, a distance of 510.22 feet said arc being subtended by a chord which bears N 14°31'57" W, a distance of 483.97 feet to the curves end; thence N 17°33'13" E, a distance of 148.53 feet; thence S 64°55'33" E, a distance of 91.90 feet; thence S 74°15'37" E, a distance of 64.22 feet; thence N 78°51'30" E, a distance of 44.31 feet; thence S 13°46'00" E, a distance of 9.16 feet; thence N 76°14'00" E, a distance of 20.18 feet; thence N 90°00'00" E, a distance of 58.41 feet to a point on a curve, concave Northeast, having a radius of 282.00 feet and a central angle of 14°35'17"; thence on the arc of said curve, a distance of 71.80 feet said arc being subtended by a chord which bears S 63°05'05" E, a distance of 71.61 feet to a point of compound curvature of a curve having a radius of 207.00 feet and a central angle of 114°29'51"; thence on the arc of said curve, a distance of 413.66 feet said arc being subtended by a chord which bears N 52°22'21" E, a distance of 348.19 feet to the curves

end; thence N 04°52'34" W, a distance of 176.80 feet to the beginning of a curve, concave Southwest, having a radius of 232.00 feet and a central angle of 67°34'13"; thence on the arc of said curve, a distance of 273.60 feet said arc being subtended by a chord which bears N 38°39'41" W, a distance of 258.02 feet to the curves end; thence N 72°26'47" W, a distance of 117.42 feet; thence N 17°33'13" E, a distance of 57.96 feet; thence N 00°00'00" E, a distance of 44.09 feet; thence N 72°30'30" W, a distance of 23.52 feet; thence N 01°32'33" W, a distance of 56.38 feet; thence N 68°29'37" W, a distance of 78.54 feet; thence N 24°23'46" E, a distance of 115.28 feet; thence N 20°24'00" E, a distance of 158.48 feet; thence S 72°26'47" E, a distance of 10.00 feet; thence N 17°33'13" E, a distance of 35.00 feet; thence N 72°26'47" W, a distance of 10.00 feet; thence N 12°48'00" E, a distance of 208.82 feet; thence N 79°41'55" E, a distance of 72.83 feet; thence N 27°39'50" E, a distance of 141.02 feet; thence N 87°53'58" E, a distance of 92.75 feet; thence S 78°08'16" E, a distance of 42.28 feet; thence N 48°30'00" E, a distance of 103.12 feet; thence N 32°52'00" E, a distance of 139.06 feet; thence N 21°11'55" E, a distance of 181.26 feet; thence S 71°22'04" E, a distance of 146.28 feet; thence S 87°22'44" E, a distance of 111.52 feet; thence N 79°52'34" E, a distance of 135.74 feet; thence N 46°14'01" E, a distance of 54.25 feet; thence N 24°41'00" E, a distance of 123.84 feet to the beginning of a curve, concave Northwest, having a radius of 1746.50 feet and a central angle of 6°35'32"; thence on the arc of said curve, a distance of 200.94 feet said arc being subtended by a chord which bears N 21°23'14" E, a distance of 200.83 feet to the curves end; thence N 21°04'05" W, a distance of 9.13 feet; thence N 36°45'46" W, a distance of 75.31 feet; thence N 15°34'40" W, a distance of 60.13 feet; thence N 01°34'30" W, a distance of 154.10 feet; thence N 36°37'12" W, a distance of 37.06 feet; thence N 03°59'54" E, a distance of 228.24 feet; thence N 62°32'01" E, a distance of 79.11 feet; thence N 83°27'07" E, a distance of 115.17 feet; thence S 31°50'36" E, a distance of 1194.22 feet to a point on the Northerly line and on the Westerly line and on the Southerly line of Recreation and/or Community Amenity Tract 3 of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North for the next 17 courses, S 72°22'52" W, a distance of 158.70 feet; thence S 80°30'25" W, a distance of 156.47 feet; thence N 85°06'47" W, a distance of 135.08 feet; thence S 75°26'08" W, a distance of 171.53 feet; thence S 64°17'24" W, a distance of 75.73 feet; thence S 29°48'51" W, a distance of 52.78 feet; thence S 17°04'43" E, a distance of 124.66 feet; thence S 88°37'51" E, a distance of 191.75 feet; thence N 80°45'52" E, a distance of 124.63 feet; thence S 89°17'34" E, a distance of 121.16 feet; thence S 79°09'00" E, a distance of 121.39 feet; thence S 45°00'00" E, a distance of 141.09 feet; thence S 61°01'56" E, a distance of 64.74 feet; thence S 86°39'19" E, a distance of 77.37 feet; thence S 74°29'42" E, a distance of 110.51 feet; thence S 43°13'36" E, a distance of 40.97 feet; thence S 08°13'18" E, a distance of 117.06 feet to a point on the Northerly line of Parcel 4B-2 of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North; thence departing said Southerly line and on said Northerly line and on the Westerly line and Southerly line of said Parcel 4B-2, for the next 32 courses, S 47°57'16" W, a distance of 41.96 feet; thence S 20°44'32" W, a distance of 67.69 feet; thence S 49°58'08" W, a distance of 238.11 feet; thence S 88°40'49" W, a distance of 91.02 feet; thence N 39°42'27" W, a distance of 63.05 feet; thence N 05°56'33" W, a distance of 78.38 feet; thence N 18°03'37" W, a distance of 120.46 feet; thence S 88°42'48" W, a distance of 77.27 feet; thence S 23°21'17" W, a distance of 86.52 feet; thence S 32°13'05" W, a distance of 175.28 feet;

thence S 56°10'10" W, a distance of 80.53 feet; thence S 86°45'31" W, a distance of 116.66 feet; thence N 84°54'43" W, a distance of 60.97 feet; thence S 44°54'23" W, a distance of 67.36 feet; thence S 19°29'30" W, a distance of 63.88 feet; thence S 06°39'28" E, a distance of 144.69 feet; thence S 31°13'47" E, a distance of 268.31 feet; thence S 22°51'44" E, a distance of 285.38 feet; thence N 87°15'10" E, a distance of 199.65 feet; thence N 36°16'37" E, a distance of 60.64 feet; thence N 77°41'53" E, a distance of 137.86 feet; thence N 64°46'11" E, a distance of 65.81 feet; thence N 51°36'56" E, a distance of 87.53 feet; thence N 29°25'11" E, a distance of 132.61 feet; thence N 04°17'28" E, a distance of 53.34 feet; thence N 25°39'08" W, a distance of 72.86 feet; thence N 20°53'17" W, a distance of 127.18 feet; thence N 08°27'18" W, a distance of 73.65 feet; thence N 42°09'12" E, a distance of 62.84 feet; thence N 58°16'02" E, a distance of 162.71 feet; thence N 50°49'28" E, a distance of 257.46 feet; thence S 31°50'36" E, a distance of 300.52 feet; thence S 68°33'07" W, a distance of 26.18 feet to the beginning of a curve, concave Southeast, having a radius of 704.49 feet and a central angle of 5°04'49"; thence on the arc of said curve, a distance of 62.46 feet said arc being subtended by a chord which bears S 06°24'14" W, a distance of 62.44 feet to the curves end; thence N 66°14'02" W, a distance of 7.88 feet; thence S 78°20'27" W, a distance of 81.86 feet; thence S 01°08'48" W, a distance of 153.09 feet; thence S 57°55'14" E, a distance of 6.61 feet; thence S 35°55'48" E, a distance of 99.9 feet; thence S 17°21'32" E, a distance of 67.91 feet; thence S 05°28'03" E, a distance of 34.16 feet; thence S 11°27'35" W, a distance of 38.26 feet to a point on the Northerly line of Parcel 4C of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North; thence on said Northerly line and on the Westerly line of said Parcel 4C for the next 12 courses, S 51°03'00" W, a distance of 147.00 feet; thence S 89°03'41" W, a distance of 96.57 feet; thence S 76°46'32" W, a distance of 47.28 feet; thence S 13°08'19" W, a distance of 77.20 feet; thence S 41°53'01" W, a distance of 72.80 feet; thence S 72°16'43" W, a distance of 72.32 feet; thence S 41°58'32" W, a distance of 120.31 feet; thence S 54°41'23" W, a distance of 213.04 feet; thence S 16°16'24" W, a distance of 101.15 feet; thence S 22°49'46" E, a distance of 75.63 feet; thence N 73°07'46" E, a distance of 312.64 feet; thence S 19°56'16" E, a distance of 165.59 feet to a point on the aforesaid Northerly Right of Way line of Sate Road No. 200 (A1A); thence departing said Westerly line and on said Northerly Right of Way line, S 72°19'01" W, a distance of 1564.87 feet to the Point of Beginning.

LSS-171
2018ANE00227

CONSERVATION EASEMENT A1 (96.39 Ac)

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 Mill 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 Northeast corner of the Heirs of E. Waterman Mill Grant, Section 39, Township 2 North, Range 26 East, Nassau County, Florida; thence on the East line of said Section 39, S 01°11'47" E, a distance of 1180.32 feet to the Point of Beginning; thence departing said East line, S 70°23'20" W, a distance of 16.31 feet; thence N 16°36'52" W, a distance of 25.03 feet; thence S 70°23'20" W, a distance of 72.12 feet; thence S 85°07'48" W, a distance of 109.08 feet; thence N 67°29'53" W, a distance of 251.35 feet; thence S 56°13'53" W, a distance of 141.94 feet; thence S 08°23'30" W, a distance of 217.38 feet; thence N 82°42'24" E, a distance of 13.97 feet; thence S 30°17'30" E, a distance of 68.94 feet; thence S 71°59'29" E, a distance of 66.25 feet; thence N 47°47'00" E, a distance of 71.34 feet; thence S 42°13'00" E, a distance of 303.71 feet to a point on the Northerly line of those lands described in Official Record Book 1484, Page 1762 of the Public Records of Nassau County, Florida; thence on said Northerly line, S 73°24'10" W, a distance of 836.77 feet to a point on the Easterly Limited Access Right of Way line of Interstate 95 (300 foot Right of Way); thence departing said Northerly line and on said Easterly Limited Access Right of Way line, N 16°36'54" W, a distance of 3294.77 feet; thence departing said Easterly Limited Access Right of Way line, N 74°24'36" E, a distance of 87.21 feet; thence S 79°40'45" E, a distance of 17.95 feet; thence S 10°18'17" W, a distance of 14.31 feet; thence N 75°01'00" E, a distance of 822.12 feet; thence S 01°16'23" W, a distance of 114.36 feet; thence S 16°00'53" W, a distance of 43.14 feet; thence S 25°15'42" W, a distance of 45.92 feet; thence S 09°38'15" W, a distance of 26.88 feet; thence S 25°26'43" E, a distance of 68.66 feet; thence S 19°17'24" E, a distance of 42.38 feet; thence S 04°32'53" W, a distance of 44.14 feet; thence S 27°43'07" W, a distance of 33.32 feet; thence S 25°53'13" E, a distance of 37.79 feet; thence S 43°27'07" E, a distance of 52.35 feet; thence S 55°18'17" E, a distance of 79.06 feet; thence S 25°20'46" E, a distance of 52.56 feet; thence S 23°53'28" W, a distance of 81.48 feet; thence S 04°44'43" W, a distance of 73.59 feet; thence S 00°09'27" W, a distance of 201.04 feet; thence N 90°00'00" E, a distance of 25.40 feet; thence S 57°43'28" E, a distance of 94.77 feet; thence S 00°00'00" E, a distance of 26.67 feet; thence N 89°04'37" E, a distance of 237.59 feet; thence N 83°33'39" E, a distance of 257.07 feet; thence N 69°24'39" E, a distance of 305.13 feet; thence S 15°50'39" E, a distance of 186.66 feet; thence S 21°51'25" E, a distance of 205.51 feet; thence S 05°19'58" W, a distance of 50.12 feet; thence S 80°13'15" W, a distance of 519.4 feet; thence N 82°43'00" W, a distance of 161.39 feet; thence S 80°37'04" W, a distance of 59.90 feet; thence S 50°30'49" W, a distance of 68.74 feet; thence S 38°17'04" W, a distance of 148.13 feet; thence S 48°55'08" W, a distance of 46.82 feet; thence S 34°53'58" W, a distance of 41.63 feet; thence S 10°23'33" W, a distance of 68.81 feet; thence S 55°33'58" E, a distance of 44.36 feet; thence S 62°22'02" E, a distance of 104.79 feet; thence S 73°18'49" E, a distance of 200.58 feet; thence N 84°24'08" E, a distance of 87.38 feet; thence S 76°27'22" E, a distance of 100.35 feet; thence N 80°58'11" E, a distance of 95.00 feet; thence N 21°01'44" W, a distance of 43.39 feet; thence N 11°54'31" W, a distance of 116.9 feet; thence N 07°21'54" E, a distance of 97.61 feet; thence N 48°27'51" E, a distance of 18.25 feet; thence S 88°54'35" E, a distance of 150.91 feet; thence S 73°52'32" E, a distance of 103.77 feet;

thence S 65°28'07" E, a distance of 82.42 feet; thence N 37°08'03" E, a distance of 51.74 feet; thence N 20°26'26" W, a distance of 80.67 feet; thence N 20°08'47" E, a distance of 109.68 feet; thence N 74°02'29" E, a distance of 71.92 feet; thence S 38°02'38" E, a distance of 42.06 feet; thence S 31°49'53" E, a distance of 86.02 feet; thence S 48°29'04" E, a distance of 180.3 feet; thence S 56°59'37" E, a distance of 138.00 feet; thence S 63°26'56" E, a distance of 202.68 feet; thence S 60°41'33" E, a distance of 161.45 feet; thence S 66°25'10" E, a distance of 98.78 feet; thence S 60°36'40" W, a distance of 9.73 feet; thence S 50°55'41" E, a distance of 57.88 feet; thence S 39°58'43" E, a distance of 203.72 feet; thence S 40°18'25" E, a distance of 13.39 feet; thence S 18°25'58" E, a distance of 66.83 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and a central angle of 56°33'31"; thence on the arc of said curve, a distance of 24.68 feet said arc being subtended by a chord which bears S 09°50'47" W, a distance of 23.69 feet to the curves end; thence S 38°07'33" W, a distance of 91.43 feet; thence S 48°38'18" W, a distance of 82.91 feet; thence S 06°37'48" E, a distance of 30.00 feet; thence S 04°04'32" E, a distance of 95.39 feet; thence S 19°27'49" W, a distance of 42.96 feet; thence S 60°47'37" W, a distance of 265.11 feet; thence N 08°57'11" W, a distance of 5.04 feet; thence N 45°36'54" W, a distance of 24.58 feet; thence S 72°59'47" W, a distance of 47.32 feet; thence S 14°39'50" W, a distance of 20.63 feet; thence S 80°24'47" W, a distance of 219.03 feet; thence N 54°35'13" W, a distance of 85.08 feet; thence S 68°34'20" W, a distance of 262.29 feet; thence S 80°22'02" W, a distance of 77.44 feet; thence S 70°23'20" W, a distance of 3.73 feet to the Point of Beginning.

LESS AND EXCEPT

(LSS-361 - LSP1237) 25' MOBILITY TRAIL EASEMENT A (0.90Ac.)

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, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, Nassau County, Florida; thence on the West line of said Section 44, S 01°11'47" E, a distance of 1180.32 feet to the Point of Beginning; thence N 70°23'20" E, a distance of 3.73 feet; thence N 80°22'02" E, a distance of 77.44 feet; thence N 68°34'20" E, a distance of 262.29 feet; thence S 54°35'13" E, a distance of 85.08 feet; thence N 80°24'47" E, a distance of 219.03 feet; thence N 14°39'50" E, a distance of 20.63 feet; thence N 72°59'47" E, a distance of 47.32 feet; thence S 45°36'54" E, a distance of 24.58 feet; thence S 08°57'11" E, a distance of 5.04 feet; thence N 60°47'37" E, a distance of 265.11 feet; thence N 19°27'49" E, a distance of 42.96 feet; thence N 04°04'32" W, a distance of 95.39 feet; thence N 06°37'48" W, a distance of 30.00 feet; thence N 48°38'18" E, a distance of 82.91 feet; thence N 38°07'33" E, a distance of 91.43 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and a central angle of 56°33'31"; thence on the arc of said curve, a distance of 24.68 feet said arc being subtended by a chord which bears N 09°50'47" E, a distance of 23.69 feet to the curves end; thence N 18°25'58" W, a

distance of 66.83 feet; thence N 40°18'25" W, a distance of 13.39 feet; thence N 49°41'35" E, a distance of 59.16 feet to a point on the Westerly Right of Way line of Wildlight Avenue (81 foot Right of Way); thence on said Westerly Right of Way line, N 46°38'41" W, a distance of 25.15 feet; thence departing said Westerly Right of Way line, S 49°41'35" W, a distance of 81.38 feet; thence S 40°18'25" E, a distance of 33.56 feet; thence S 18°25'58" E, a distance of 61.99 feet; thence S 38°07'33" W, a distance of 89.13 feet; thence S 48°38'18" W, a distance of 93.70 feet; thence S 06°37'48" E, a distance of 42.53 feet; thence S 04°04'32" E, a distance of 89.62 feet; thence S 19°27'49" W, a distance of 28.32 feet; thence S 60°47'37" W, a distance of 233.85 feet; thence N 45°36'54" W, a distance of 25.65 feet; thence S 72°59'47" W, a distance of 76.11 feet; thence S 14°39'50" W, a distance of 18.43 feet; thence S 80°24'47" W, a distance of 192.51 feet; thence N 54°35'13" W, a distance of 88.25 feet; thence S 68°34'20" W, a distance of 273.24 feet; thence S 80°22'02" W, a distance of 72.90 feet; thence N 16°36'52" W, a distance of 25.75 feet; thence S 70°23'20" W, a distance of 35.11 feet; thence S 16°37'11" E, a distance of 25.03 feet; thence N 70°23'20" E, a distance of 10.07 feet; thence S 16°36'52" E, a distance of 25.03 feet; thence N 70°23'20" E, a distance of 16.31 feet to the Point of Beginning.

LESS AND EXCEPT

(LSS-319 - LSP1354) Trail Easement 4: (1.04 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 39, Township 2 North, Range 26 East and 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 Northwest corner of Tract 5, as shown on the plat of East Nassau - Wildlight Phase 1c-West, recorded in Plat Book 2239, Pages 1149 and 1150 of the public records of Nassau County, Florida; thence S 43°21'19" W, a distance of 12.50 feet; thence S 49°40'53" E, a distance of 214.66 feet; thence S 10°08'44" E, a distance of 86.04 feet; thence S 46°38'41" E, a distance of 32.67 feet to a point on the Northwesterly Right of Way line of Wildlight Avenue (81 foot Right of Way); thence on said Northwesterly Right of Way line, S 43°21'19" W, a distance of 53.70 feet to a point on the Westerly Right of Way line of said Wildlight Avenue; thence departing said Northwesterly Right of Way line and on said Westerly Right of Way line, S 46°38'41" E, a distance of 204.07 feet; thence departing said Westerly Right of Way line, S 13°12'31" W, a distance of 31.65 feet to the Point of Beginning; thence S 64°40'38" W, a distance of 47.25 feet; thence S 83°00'57" W, a distance of 107.72 feet; thence N 88°42'40" W, a distance of 118.89 feet; thence S 73°39'58" W, a distance of 107.18 feet; thence S 59°25'03" W, a distance of 187.55 feet; thence S 55°21'32" W, a distance of 98.56 feet; thence S 50°53'39" W, a distance of 159.61 feet; thence S 37°25'13" W, a distance of 62.82 feet; thence S 02°52'14" E, a distance of 70.32 feet; thence S 45°28'05" W, a distance of 80.12 feet; thence S 54°29'53" W, a distance of 306.84 feet; thence S 47°12'03" W, a distance of 52.57 feet; thence S 1°33'11" W, a distance of 118.24 feet to the Northerly line of Pond Tract 1 of aforesaid East Nassau - Wildlight Phase 1c-West; thence on said Northerly line, N 67°29'53" W, a distance of 120.58 feet; thence departing said Northerly line,

N47°12'03" E, a distance of 44.25 feet; thence N 17°56'56" W, a distance of 57.42 feet; thence N 72°03'04" E, a distance of 40.00 feet; thence S 17°56'56" E, a distance of 38.89 feet; thence N 47°12'03" E, a distance of 98.88 feet; thence N 54°29'53" E, a distance of 306.46 feet; thence N 45°28'05" E, a distance of 66.93 feet; thence N 02°52'14" W, a distance of 68.27 feet; thence N 37°25'13" E, a distance of 74.94 feet; thence N 50°53'39" E, a distance of 163.54 feet; thence N 55°21'32" E, a distance of 100.42 feet; thence N 59°25'03" E, a distance of 191.56 feet; thence N 73°39'58" E, a distance of 114.18 feet; thence S 88°42'40" E, a distance of 120.96 feet; thence N 83°00'57" E, a distance of 101.88 feet; thence N 64°40'38" E, a distance of 31.17 feet; thence S 51°03'26" E, a distance of 27.75 feet to the Point of Beginning.

LSS-172
2017ANE00600

CONSERVATION EASEMENT "H" (18.37 Ac)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 90 foot Roadway (90 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line of said Proposed 90 foot Roadway and on the arc of said curve, for the next 2 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 366.85 feet to a point on the Easterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said Southeasterly Right of Way line and on said Easterly Right of Way line for the next 5 courses, S 46°38'41" E, a distance of 396.54 feet to the beginning of a curve, concave Northeast, having a radius of 3779.50 feet and a central angle of 9°00'40"; thence on the arc of said curve, a distance of 594.42 feet said arc being subtended by a chord which bears S 51°09'01" E, a distance of 593.81 feet to the curves end; thence S 34°20'39" W, a distance of 1.46 feet to a point on a curve, concave Northeast, having a radius of 3781.00 feet and a central angle of 1°21'32"; thence on the arc of said curve, a distance of 89.68 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 89.68 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet; thence departing said Easterly Right of Way line, S 32°59'07" W, a distance 81.00 feet to a point on the Westerly Right of Way line of the aforesaid Proposed 81 foot Roadway; thence departing said Westerly Right of Way line, S 32°59'07" W, a distance of 59.72 feet; thence S 12°57'19" W, a distance of 69.42 feet; thence S 84°11'10" W, a distance of 97.15 feet; thence S 34°11'08" W, a distance of 108.34 feet; thence N 72°56'26" W, a distance of 29.97 feet; thence S 34°11'08" W, a

distance of 40.07 feet; thence S 38°41'19" E, a distance of 29.97 feet; thence S 34°11'08" W, a distance of 171.22 feet; thence S 72°31'46" W, a distance of 12.29 feet; thence S 72°31'46" W, 22.07 feet to the Point of Beginning; thence S 72°31'46" W, a distance of 19.08 feet; thence S 68°01'03" W, a distance of 25.33 feet; thence N 55°42'52" W, a distance of 34.22 feet; thence N 31°41'41" W, a distance of 15.70 feet; thence N 69°06'01" W, a distance of 44.35 feet; thence S 53°38'52" W, a distance of 78.89 feet; thence S 34°29'56" W, a distance of 63.47 feet; thence S 30°10'18" W, a distance of 53.84 feet; thence S 08°52'58" W, a distance of 75.36 feet; thence S 04°27'18" E, a distance of 71.22 feet; thence S 46°28'10" E, a distance of 49.08 feet; thence S 32°37'20" E, a distance of 66.03 feet; thence S 26°04'01" W, a distance of 53.75 feet; thence S 37°58'50" W, a distance of 57.84 feet; thence S 62°34'51" W, a distance of 29.37 feet; thence N 48°20'37" W, a distance of 55.02 feet; thence S 51°56'53" W, a distance of 79.17 feet; thence S 20°35'12" E, a distance of 20.03 feet; thence S 09°17'49" W, a distance of 70.58 feet; thence S 20°46'35" E, a distance of 32.56 feet; thence S 07°14'02" E, a distance of 103.53 feet; thence S 07°44'37" W, a distance of 22.34 feet; thence S 59°24'58" W, a distance of 62.46 feet; thence S 14°54'14" W, a distance of 54.69 feet; thence S 21°40'07" E, a distance of 22.14 feet; thence S 55°24'30" E, a distance of 68.83 feet; thence S 69°59'57" E, a distance of 62.64 feet; thence S 17°28'37" E, a distance of 16.02 feet; thence S 82°18'02" W, a distance of 20.50 feet; thence S 17°43'51" E, a distance of 22.96 feet to a point on the Northerly Right of Way line of Florida Power & Light Company (100 foot Easement for Right of Way) as recorded in Official Record Book 123, Page 284 of the Public Records of Nassau County, Florida; thence on said Northerly Right of Way line for the next 2 courses, S 72°16'09" W, a distance of 96.12 feet; thence S 89°02'41" W, a distance of 853.11 feet to a point on the Easterly line of those lands described in Official Record Book 956, Page 1636 of said Public Records; thence departing said Northerly Right of Way line and on said Easterly line, N 16°36'59" W, a distance of 487.28 feet; thence departing said Easterly line, N 86°16'16" E, a distance of 91.43 feet; thence N 74°52'14" E, a distance of 138.89 feet; thence S 87°37'00" E, a distance of 75.78 feet; thence S 69°16'33" E, a distance of 86.85 feet; thence S 57°48'26" E, a distance of 63.54 feet; thence N 75°58'23" E, a distance of 32.37 feet; thence N 34°49'55" E, a distance of 122.89 feet; thence N 86°56'01" E, a distance of 39.10 feet; thence S 69°46'12" E, a distance of 33.41 feet; thence N 70°57'47" E, a distance of 115.97 feet; thence N 14°11'09" E, a distance of 146.72 feet; thence N 16°15'48" E, a distance of 130.05 feet; thence N 04°01'00" E, a distance of 49.81 feet; thence N 20°09'03" E, a distance of 47.56 feet; thence N 31°50'57" E, a distance of 48.05 feet; thence N 11°08'24" E, a distance of 156.74 feet; thence N 57°58'41" E, a distance of 98.10 feet; thence N 49°58'36" E, a distance of 61.31 feet; thence N 40°51'52" E, a distance of 97.94 feet; thence N 22°51'02" E, a distance of 62.00 feet; thence N 01°11'39" W, a distance of 150.20 feet; thence N 56°12'50" E, a distance of 16.17 feet; thence S 17°47'08" E, a distance of 91.18 feet; thence S 35°50'13" E, a distance of 22.23 feet; thence S 29°08'26" E, a distance of 376.39 feet; thence S 29°56'40" E, a distance of 142.03 feet to the Point of Beginning.

CONSERVATION EASEMENT A (5.42 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a 81 foot Roadway Parcel "A" (81 foot Right of Way) as recorded in Official Record Book 1981, Page 163 of the Public records of Nassau County, Florida, said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said 81 foot Roadway and on the Easterly Right of Way line of a 81 foot Roadway Parcel "B" (81 foot Right of Way) of those lands described in Official Record Book 1981, Page 163 of the Public Records of Nassau County, Florida and on the arc of said curve, for the next 7 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 14°52'36"; thence on the arc of said curve, a distance of 378.95 feet said arc being subtended by a chord which bears S 49°34'35" E, a distance of 377.89 feet; thence S 57°00'53" E, a distance of 169.65 feet to the Point of Beginning; thence continue on said Easterly Right of Way line of a 81 foot Roadway Parcel "B", S 57°00'53" E, a distance of 462.58 feet; thence departing said Easterly Right of Way line of a 81 foot Roadway Parcel "B", S 88°09'19" E, a distance of 51.91 feet; thence N 54°08'46" E, a distance of 44.59 feet; thence N 13°24'35" E, a distance of 34.26 feet; thence N 63°21'15" E, a distance of 44.92 feet; thence N 39°54'02" E, a distance of 64.70 feet; thence N 81°27'53" E, a distance of 91.05 feet; thence N 65°45'01" E, a distance of 56.27 feet; thence S 88°16'23" E, a distance of 37.88 feet; thence N 39°13'01" E, a distance of 112.75 feet; thence N 55°08'36" E, a distance of 48.92 feet; thence N 34°48'42" E, a distance of 65.79 feet; thence N 18°48'32" E, a distance of 124.04 feet; thence N 52°02'57" E, a distance of 14.08 feet to a point on the Westerly line of a Proposed 15 foot Trail Easement; thence on said Westerly line, N 33°15'25" W, a distance of 79.85 feet to a point on the Southerly line of Conservation Easement 4A; thence departing said Westerly line and on said Southerly line for the next 13 courses, S 82°57'37" W, a distance of 20.29 feet; thence S 81°38'06" W, a distance of

112.70 feet; thence S 59°50'30" W, a distance of 59.74 feet; thence S 45°56'46" W, a distance of 91.67 feet; thence N 78°51'59" W, a distance of 126.84 feet; thence S 66°37'31" W, a distance of 46.27 feet; thence S 51°42'45" W, a distance of 85.19 feet; thence S 31°52'35" W, a distance of 53.35 feet; thence S 77°17'04" W, a distance of 78.71 feet; thence N 80°09'20" W, a distance of 71.37 feet; thence N 78°04'45" W, a distance of 183.83 feet; thence S 42°53'46" W, a distance of 40.40 feet; thence S 26°15'50" W, a distance of 80.34 feet to the Point of Beginning.

LSS-331
2016ANE02122

CONSERVATION EASEMENT 4A (2.92 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said Proposed 81 foot Roadway and on the arc of said curve, for the next 8 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 13°58'04"; thence on the arc of said curve, a distance of 355.80 feet said arc being subtended by a chord which bears S 49°07'20" E, a distance of 354.92 feet to a point on the Northerly line of Nassau A1A Tract - North of those lands described in Official Record Book 1271, Page 897 of the Public Records of Nassau County, Florida said point also being on a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 0°54'31"; thence continue on the arc of said curve, a distance of 23.15 feet said arc being subtended by a chord which bears S 56°33'38" E, a distance of 23.15 feet to the curves end; thence S 57°00'53" E, a distance of 107.45 feet to the Point of Beginning; thence N 37°13'26" E, a distance of 138.19 feet; thence N 53°12'22" E, a distance of 84.10 feet; thence N 72°29'05" E, a distance of 118.45 feet; thence

N 81°59'57" E, a distance of 128.08 feet; thence N 73°07'53"E, a distance of 290.78 feet; thence N 69°25'51"E, a distance of 210.67 feet to a point on the Westerly line of a Proposed Trail Easement; thence on said Westerly line, S 33°15'25" E, a distance of 158.77 feet; thence departing said Westerly line, S 82°57'37" W, a distance of 20.29 feet; thence S 81°38'06" W, a distance of 112.70 feet; thence S 59°50'30" W, a distance of 59.74 feet; thence S 45°56'46" W, a distance of 91.67 feet; thence N 78°51'59" W, a distance of 126.84 feet; thence S 66°37'31" W, a distance of 46.27 feet; thence S 51°42'45" W, a distance of 85.19 feet; thence S 31°52'35" W, a distance of 53.35 feet; thence S 77°17'04" W, a distance of 78.71 feet; thence N 80°09'20" W, a distance of 71.37 feet; thence N 78°04'45" W, a distance of 183.83 feet; thence S 42°53'46" W, a distance of 40.40 feet; thence S 26°15'50" W, a distance of 80.34 feet; thence N 57°00'53" W, a distance of 62.20 feet to the Point of Beginning.

LSS-339
2016ANE02122

CONSERVATION EASEMENT 4B (1.94 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said Proposed 81 foot Roadway and on the arc of said curve, for the next 8 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 13°58'04"; thence on the arc of said curve, a distance of 355.80 feet said arc being subtended by a chord which bears S 49°07'20" E, a distance of 354.92 feet to a point on the Northerly line of Nassau A1A Tract – North of those lands described in Official Record Book 1271, Page 897 of the Public Records of Nassau County, Florida said point also being on a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 0°54'31"; thence continue on the arc of said curve, a distance of 23.15

feet said arc being subtended by a chord which bears S 56°33'38" E, a distance of 23.15 feet to the curves end; thence S 57°00'53" E, a distance of 107.45 feet; thence N 37°13'26" E, a distance of 138.19 feet; thence N 53°12'22" E, a distance of 84.10 feet; thence N 72°29'05" E, a distance of 118.45 feet; thence N 81°59'57" E, a distance of 128.08 feet; thence N 73°07'53" E, a distance of 290.78 feet; thence N 69°25'51" E, a distance of 210.67 feet to a point on the Westerly line of a Proposed Trail Easement; thence N 66°48'49" E, a distance of 15.23 feet to a point on the Easterly line of said Proposed Trail Easement and the Point of Beginning; thence N 59°24'57" E, a distance of 176.01 feet; thence N 37°15'56" E, a distance of 36.24 feet; thence N 82°53'04" E, a distance of 54.36 feet; thence N 47°47'37" E, a distance of 152.43 feet; thence S 89°26'35" E, a distance of 140.78 feet; thence N 72°11'48" E, a distance of 307.61 feet; thence N 76°54'29" E, a distance of 109.43 feet; thence N 84°43'04" E, a distance of 129.04 feet; thence N 87°17'54" E, a distance of 68.73 feet; thence S 12°31'43" W, a distance of 37.53 feet; thence S 79°12'26" W, a distance of 90.20 feet; thence S 80°51'47" W, a distance of 69.77 feet; thence S 22°43'55" W, a distance of 15.99 feet; thence S 79°13'46" W, a distance of 40.70 feet; thence N 67°57'20" W, a distance of 50.51 feet; thence S 81°18'31" W, a distance of 90.36 feet; thence S 66°21'30" W, a distance of 88.30 feet; thence S 51°30'00" W, a distance of 61.79 feet; thence S 63°53'40" W, a distance of 116.09 feet; thence N 69°46'31" W, a distance of 52.73 feet; thence S 73°48'38" W, a distance of 84.06 feet; thence S 58°23'34" W, a distance of 79.50 feet; thence S 28°48'39" W, a distance of 59.44 feet; thence S 43°00'48" W, a distance of 97.25 feet; thence S 04°33'08" W, a distance of 62.22 feet; thence S 49°09'49" W, a distance of 41.27 feet; thence S 60°41'56" W, a distance of 56.52 feet; thence S 82°57'37" W, a distance of 28.49 feet to a point on the aforesaid Easterly line of a Proposed Trail Easement; thence on said Easterly line, N 33°15'25" W, a distance of 163.49 feet to the Point of Beginning.

LESS AND EXCEPT (0.01 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said Proposed 81 foot Roadway and on the arc of said curve, for the next 8 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having

a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 13°58'04"; thence on the arc of said curve, a distance of 355.80 feet said arc being subtended by a chord which bears S 49°07'20" E, a distance of 354.92 feet to a point on the Northerly line of Nassau A1A Tract – North of those lands described in Official Record Book 1271, Page 897 of the Public Records of Nassau County, Florida said point also being on a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 0°54'31"; thence continue on the arc of said curve, a distance of 23.15 feet said arc being subtended by a chord which bears S 56°33'38" E, a distance of 23.15 feet to the curves end; thence S 57°00'53" E, a distance of 107.45 feet; thence N 37°13'26" E, a distance of 138.19 feet; thence N 53°12'22" E, a distance of 84.10 feet; thence N 72°29'05" E, a distance of 118.45 feet; thence N 81°59'57" E, a distance of 128.08 feet; thence N 73°07'53" E, a distance of 290.78 feet; thence N 69°25'51" E, a distance of 210.67 feet to a point on the Westerly line of a Proposed Trail Easement; thence N 66°48'49" E, a distance of 15.23 feet to a point on the Easterly line of said Proposed Trail Easement; thence N 59°24'57" E, a distance of 176.01 feet; thence N 37°15'56" E, a distance of 36.24 feet; thence N 82°53'04" E, a distance of 54.36 feet; thence N 47°47'37" E, a distance of 152.43 feet; thence S 89°26'35" E, a distance of 140.78 feet; thence N 72°11'48" E, a distance of 307.61 feet; thence N 76°54'29" E, a distance of 109.43 feet; thence N 84°43'04" E, a distance of 129.04 feet; thence N 87°17'54" E, a distance of 55.35 feet to the Point of Beginning; thence continue N 87°17'54" E, a distance of 13.38 feet; thence S 12°31'43" W, a distance of 37.53 feet; thence S 79°12'26" W, a distance of 21.71 feet; thence N 21°53'00" E, a distance of 43.18 feet to the Point of Beginning.

LSS-340
2018ANE00227

CONSERVATION EASEMENT A6 (0.26 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 2703.04 feet; thence departing said North line, S 00°46'33" E, a distance of 387.32 feet to the Point of Beginning; thence N 59°09'00" E, a distance of 91.52 feet; thence S 89°26'35" E, a distance of 114.72 feet; thence S 47°47'37" W, a distance of 152.43 feet; thence S 82°53'04" W, a distance of 43.68 feet; thence N 30°51'00" W, a distance of 72.22 feet to the Point of Beginning.

LSS-341
2016ANE02121

CONSERVATION EASEMENT 2 (15.50 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East and being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 39°10'59"; thence departing said South line and on said Southeasterly Right of Way line and on the arc of said curve, for the next 3 courses, a distance of 997.09 feet said arc being subtended by a chord which bears N 60°43'31" E, a distance of 977.77 feet to the curves end; thence N 80°19'01" E, a distance of 158.56 feet to the beginning of a curve, concave Northwest, having a radius of 1542.00 feet and a central angle of 6°28'49"; thence on the arc of said curve, a distance of 174.41 feet said arc being subtended by a chord which bears N 77°04'36" E, a distance of 174.31 feet to the Point of Beginning; thence continue on said Southeasterly Right of Way line and on the arc of said curve, a distance of 89.76 and a central angle of 3°20'07", said arc being subtended by a chord which bears N 72°10'08" E, a distance of 89.75 feet; thence departing said Southeasterly Right of Way line, S 58°25'42" E, a distance of 77.99 feet; thence S 53°44'22" E, a distance of 112.07 feet; thence S 67°56'27" E, a distance of 125.86 feet; thence N 74°02'38" E, a distance of 107.86 feet, thence N 41°25'50" E, a distance of 98.53 feet; thence N 06°55'49" E, a distance of 88.22 feet; thence N 23°22'25" W, a distance of 67.03 feet; thence N 12°17'33" W, a distance of 67.70 feet; thence N 38°23'20" W, a distance of 45.73 feet to a point on the aforesaid Southeasterly Right of Way line and on a curve, concave Northwest, having a radius 1542.00 feet and a central angle of 1°16'22"; thence on the arc of said curve, for the next 3 courses a distance of 34.25 feet said arc being subtended by a chord which bears N 53°44'00" E, a distance of 34.25 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 22°37'27"; thence on the arc of said curve, a distance of 575.71 feet said arc being subtended by a chord which bears N 64°24'32" E, a distance of 571.98 feet to the curves end; thence departing said Southeasterly Right of Way line, S 21°35'51" E, a distance of 325.07 feet, thence S 25°07'16" E, a distance of 153.70 feet; thence S 62°53'03" W, a distance of 413.21 feet; thence S 65°10'07" W, a distance of 258.63 feet; thence S 51°53'01" W, a distance of 398.81 feet; thence S 53°28'10" W, a distance of 140.60 feet; thence S 46°54'32" W, a distance of 147.26 feet; thence N 84°07'30" W, a distance of 77.24 feet; thence N 56°42'39" W, a distance of 136.64 feet, thence N 43°35'05" W, a distance of 109.02

feet; thence N 29°09'38" W, a distance of 114.70 feet; thence N 01°35'14" W, a distance of 139.65 feet; thence N 28°10'35" E, a distance of 139.33 feet, thence N 75°52'46" E, a distance of 76.35 feet; thence N 41°36'24" E, a distance of 146.29 feet to the Point of Beginning.

LESS AND EXCEPT Pond Tract 13, designated as Pond 13 Drainage Easement on Plat of Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida, which was conveyed to the East Nassau Stewardship District by Special Warranty Deed from Wildlight LLC, dated July 6, 2022, and recorded in OR Book 2576, Page 328.

LSS-349
2017ANE00600

CONSERVATION EASEMENT "G" (4.95 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 90 foot Roadway (90 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line of said Proposed 90 foot Roadway and on the arc of said curve, for the next 2 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 366.85 feet to a point on the Easterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said Southeasterly Right of Way line and on said Easterly Right of Way line for the next 5 courses, S 46°38'41" E, a distance of 396.54 feet to the beginning of a curve, concave Northeast, having a radius of 3779.50 feet and a central angle of 9°00'40"; thence on the arc of said curve, a distance of 594.42 feet said arc being subtended by a chord which bears S 51°09'01" E, a distance of 593.81 feet to the curves end; thence S 34°20'39" W, a distance of 1.46 feet to a point on a curve, concave Northeast, having a radius of 3781.00 feet and a central angle of 1°21'32"; thence on the arc of said curve, a distance of 89.68 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 89.68 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet; thence departing said Easterly Right of Way line, S 32°59'07" W, a distance 81.00 feet to a point on the Westerly Right of Way line of the aforesaid Proposed 81 foot Roadway and the Point of Beginning; thence departing said Westerly Right of Way line, S 32°59'07" W, a distance of 59.72 feet; thence S 12°57'19" W, a

distance of 69.42 feet; thence S 84°11'10" W, a distance of 97.15 feet; thence S 34°11'08" W, a distance of 108.34 feet; thence N 72°56'26" W, a distance of 29.97 feet; thence S 34°11'08" W, a distance of 40.07 feet; thence S 38°41'19" E, a distance of 29.97 feet; thence S 34°11'08" W, a distance of 171.22 feet; thence S 72°31'46" W, a distance of 12.29 feet; thence N 30°12'06" W, a distance of 113.5 feet; thence N 28°39'13" W, a distance of 166.00 feet; thence N 30°52'05" W, a distance of 126.82 feet; thence N 26°37'27" W, a distance of 106.03 feet; thence N 21°14'18" W, a distance of 125.46 feet; thence N 56°12'50" E, a distance of 22.09 feet; thence N 72°01'51" E, a distance of 91.10 feet; thence N 44°50'02" E, a distance of 132.43 feet to a point on the aforesaid Westerly Right of Way line of a Proposed 81 foot Roadway said point being on a curve, concave Northeast, having a radius of 3862.00 feet and a central angle of 1°21'32"; thence on said Westerly Right of Way line and on the arc of said curve for the next 2 courses, a distance of 91.60 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 91.60 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet to the Point of Beginning.

LESS & EXCEPT LSS3160 - LSP-1237 Trail Easement B (0.90 Ac.)

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 Southwesterly corner of Wildlight Avenue (78 foot Right of Way) as shown on Plat of Market Street Office Site as recorded in Plat Book 8, Pages 156, 157, 158, 159 and 160 of the Public Records of Nassau County, Florida; thence on the Westerly Right of Way line of Wildlight Avenue (81 foot Right of Way) for the next 5 courses, S 32°59'07" W, a distance of 3.00 feet; thence N 57°00'53" W, a distance of 436.40 feet to the beginning of a curve, concave Northeast, having a radius of 3862.00 feet and a central angle of 0°59'17"; thence on the arc of said curve, a distance of 66.60 feet said arc being subtended by a chord which bears N 56°31'15" W, a distance of 66.60 feet to the Point of Beginning; thence departing said Westerly Right of Way line, S 34°0'39" W, a distance of 2.38 feet; thence S 44°50'02" W, a distance of 140.77 feet; thence S 72°01'51" W, a distance of 93.67 feet; thence S 56°12'50" W, a distance of 24.19 feet to a point on the Westerly line of Conservation Easement "G" as recorded in Official Record Book 2158, Page 1983 of the Public Records of Nassau County, Florida; thence on said Westerly line for the next 5 courses, S 21°14'18" E, a distance of 99.84 feet; thence S 26°37'27" E, a distance of 106.03 feet; thence S 30°52'05" E, a distance of 126.82 feet; thence S 28°39'13" E, a distance of 166.00 feet; thence S 30°12'06" E, a distance of 113.50 feet to a point on the Westerly line of Tract "A" of East Nassau - Wildlight Phase 1a as recorded in Plat Book 8, Pages 203-213 of the Public Records of Nassau County, Florida; thence departing said Westerly line and on said Westerly line, S 72°31'46" W, a distance of 22.07 feet to the Southeast corner of Conservation Easement "H" as recorded in said Official Record Book 2158, Page 1983; thence departing said Westerly line and on the Easterly of said Conservation Easement "H" for the next 4 courses, N 29°56'40" W, a distance of 142.03 feet; thence N 29°08'26" W, a distance of 376.39 feet; thence N 35°50'13" W, a distance of 22.23 feet; thence

N 17°47'08" W, a distance of 91.18 feet to the Northeast corner of said Conservation Easement "H"; thence departing said Easterly line and on the Westerly prolongation of the North line of aforesaid Conservation Easement "G" and on the said North line of Conservation Easement "G" for the next 3 courses, N 56°12'50" E, a distance of 47.81 feet; thence N 72°01'51" E, a distance of 91.10 feet; thence N 44°50'02" E, a distance of 132.43 feet to the beginning of a curve, concave Northeast, having a radius of 3862.00 feet and a central angle of 0°22'15"; thence on the arc of said curve, a distance of 25.00 feet said arc being subtended by a chord which bears S 55°50'29" E, a distance of 25.00 feet to the Point of Beginning.

LSS-358
2017ANE00600

CONSERVATION EASEMENT "D" (1.16 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 90 foot Roadway (90 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line of said Proposed 90 foot Roadway and on the arc of said curve, for the next 2 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 366.85 feet to a point on the Easterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said Southeasterly Right of Way line for the next 5 courses, S 46°38'41" E, a distance of 396.54 feet to the beginning of a curve, concave Northeast, having a radius of 3779.50 feet and a central angle of 9°00'40"; thence on the arc of said curve, a distance of 594.42 feet said arc being subtended by a chord which bears S 51°09'01" E, a distance of 593.81 feet to the curves end; thence S 34°20'39" W, a distance of 1.46 feet to a point on a curve, concave Northeast, having a radius of 3781.00 feet and a central angle of 1°21'32"; thence on the arc of said curve, a distance of 89.68 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 89.68 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet to the Point of Beginning; thence N 32°59'07" E, a distance of 1.50 feet; thence S 88°09'19" E, a distance of 51.91 feet; thence N 54°08'46" E, a distance of 44.59 feet; thence N 13°24'35" E, a distance of 34.26 feet; thence N 63°21'15" E, a distance of 44.92 feet; thence N 39°54'02" E, a distance of 64.70 feet; thence N 81°27'53" E, a distance of 91.05 feet; thence N 65°45'01" E, a distance of 56.27 feet; thence S 88°16'23" E, a distance of 37.88 feet; thence N 39°13'01" E, a distance of 112.75 feet; thence N 55°08'36" E, a distance

of 48.92 feet; thence N 34°48'42" E, a distance of 65.79 feet; thence N 18°48'31" E, a distance of 124.04 feet; thence N 52°03'00" E, a distance of 81.57 feet; thence S 54°29'53" E, a distance of 48.03 feet; thence S 08°56'30" E, a distance of 66.05 feet; thence S 71°50'03" E, a distance of 104.75 feet; thence N 44°42'29" E, a distance of 62.04 feet; thence N 16°02'54" E, a distance of 57.69 feet; thence N 38°32'35" E, a distance of 55.91 feet; thence N 67°07'37" E, a distance of 68.68 feet; thence N 89°03'59" E, a distance of 60.72 feet; thence S 48°59'51" E, a distance of 42.95 feet; thence S 84°38'45" E, a distance of 52.77 feet; thence N 79°28'10" E, a distance of 102.14 feet; thence N 61°09'33" E, a distance of 57.10 feet; thence N 42°27'48" E, a distance of 63.46 feet; thence N 67°04'03" E, a distance of 175.82 feet; thence S 16°20'10" W, a distance of 77.84 feet to the beginning of a curve, concave Northeast, having a radius of 332.50 feet and a central angle of 8°13'35"; thence on the arc of said curve, a distance of 47.74 feet said arc being subtended by a chord which bears S 24°42'10" W, a distance of 47.70 feet to the curves end; thence N 72°30'30" W, a distance of 128.87 feet; thence S 37°32'12" W, a distance of 69.04 feet; thence S 17°33'13" W, a distance of 47.59 feet; thence N 82°32'07" W, a distance of 88.50 feet; thence N 86°30'34" W, a distance of 88.50 feet; thence S 89°30'59" W, a distance of 88.50 feet; thence S 85°32'32" W, a distance of 88.50 feet; thence S 05°53'13" E, a distance of 120.00 feet; thence S 81°27'05" W, a distance of 83.40 feet; thence S 77°20'10" W, a distance of 83.40 feet; thence N 13°33'19" W, a distance of 29.41 feet; thence N 36°45'14" W, a distance of 13.39 feet; thence N 83°09'03" W, a distance of 13.39 feet; thence S 73°39'02" W, a distance of 102.6 feet; thence S 53°00'27" W, a distance of 12.14 feet; thence S 11°02'36" W, a distance of 12.14 feet; thence S 01°29'21" W, a distance of 28.40 feet; thence S 70°51'23" W, a distance of 50.19 feet; thence S 54°41'07" W, a distance of 92.24 feet; thence S 39°13'01" W, a distance of 113.54 feet; thence N 88°16'23" W, a distance of 38.66 feet; thence S 65°45'01" W, a distance of 62.40 feet; thence S 06°30'39" W, a distance of 18.07 feet; thence S 70°01'59" W, a distance of 22.72 feet; thence S 57°09'51" W, a distance of 150.42 feet; thence S 45°04'29" W, a distance of 31.00 feet; thence S 34°51'56" W, a distance of 46.38 feet; thence N 57°00'53" W, a distance of 15.00 feet; thence N 34°51'56" E, a distance of 5.00 feet; thence N 57°00'53" W, a distance of 30.00 feet; thence S 34°51'56" W, a distance of 15.01 feet to a point on the Easterly Right of Way line of a Proposed 78 foot Roadway (78 foot Right of Way); thence on said Easterly Right of Way line, N 57°00'53" W, a distance of 25.97 feet to the Point of Beginning.

LSS-717
2017ANE00595

CONSERVATION EASEMENT "B" (6.50 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a 81 foot Roadway Parcel "A" (81 foot Right of Way) as recorded in Official Record Book 1981, Page 163 of the Public records of Nassau County, Florida, said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said 81 foot Roadway and on the Easterly Right of Way line of a 81 foot Roadway Parcel "B" (81 foot Right of Way) of those lands described in Official Record Book 1981, Page 163 of the Public Records of Nassau County, Florida and on the arc of said curve, for the next 7 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 14°52'36"; thence on the arc of said curve, a distance of 378.95 feet said arc being subtended by a chord which bears S 49°34'35" E, a distance of 377.89 feet; thence S 57°00'53" E, a distance of 632.22 feet; thence departing said Easterly Right of Way line of a 81 foot Roadway Parcel "B", S 88°09'19" E, a distance of 51.91 feet; thence N 54°08'46" E, a distance of 44.59 feet; thence N 13°24'35" E, a distance of 34.26 feet; thence N 63°21'15" E, a distance of 44.92 feet; thence N 39°54'02" E, a distance of 64.70 feet; thence N 81°27'53" E, a distance of 91.05 feet; thence N 65°45'01" E, a distance of 56.27 feet; thence S 88°16'23" E, a distance of 37.88 feet; thence N 39°13'01" E, a distance of 112.75 feet; thence N 55°08'36" E, a distance of 48.92 feet; thence N 34°48'42" E, a distance of 65.79 feet; thence N 18°48'32" E, a distance of 124.04 feet; thence N 52°02'57" E, a distance of 14.08 feet to a point on the Westerly line of a Proposed 15 foot Trail Easement; thence N 52°02'59" E, a distance of 15.05 feet to a point on the Easterly line of said Proposed 15 foot Trail Easement and the Point of Beginning; thence N 52°03'00" E, a distance of 52.44 feet; thence S 54°29'53" E, a distance of 48.03 feet; thence S 08°56'30" E, a distance of 66.05 feet; thence S 71°50'03" E, a distance of 104.75 feet; thence N 44°42'29" E, a distance of 62.04 feet; thence N 16°02'54" E, a distance of 57.69 feet; thence N 38°32'35" E, a distance of 55.91 feet; thence N 67°07'37" E, a distance of 68.68 feet; thence N 89°03'59" E, a distance of 60.72 feet; thence S 48°59'51" E, a distance of 42.95 feet; thence S 84°38'45" E, a distance of 52.77 feet; thence N 79°28'10" E, a distance of 102.14 feet; thence N 61°09'33" E, a distance of 57.10 feet; thence N 42°27'48" E, a distance of 63.46 feet; thence N 67°04'03" E, a distance of 175.82 feet; thence N 16°20'10" E, a distance of 327.15 feet to a point on the Southerly line of Conservation Easement 4B; thence on said Southerly line for the next 18 courses, S 79°12'26" W, a distance of 90.20 feet; thence S 80°51'47" W, a distance of 69.77 feet; thence S 22°43'55" W, a distance of 15.99 feet; thence S 79°13'46" W, a distance of

40.70 feet; thence N 67°57'20" W, a distance of 50.51 feet; thence S 81°18'31" W, a distance of 90.36 feet; thence S 66°21'30" W, a distance of 88.30 feet; thence S 51°30'00" W, a distance of 61.79 feet; thence S 63°53'40" W, a distance of 116.09 feet; thence N 69°46'31" W, a distance of 52.73 feet; thence S 73°48'38" W, a distance of 84.06 feet; thence S 58°23'34" W, a distance of 79.50 feet; thence S 28°48'39" W, a distance of 59.44 feet; thence S 43°00'48" W, a distance of 97.25 feet; thence S 04°33'08" W, a distance of 62.22 feet; thence S 49°09'49" W, a distance of 41.27 feet; thence S 60°41'56" W, a distance of 56.52 feet; thence S 82°57'37" W, a distance of 28.49 feet to a point on the aforesaid Easterly line of a Proposed 15 foot Trail Easement; thence on said Easterly line, S 33°15'25" E, a distance of 71.23 feet to the Point of Beginning.

LESS AND EXCEPT LSS721 - LSP1574 - Recreation and/or Community Amenity Tract 8, containing 0.45 acre as shown and delineated on Plat of East Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida.

LSS-719
2018ANE00227

CONSERVATION EASEMENT A7 (0.10 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 3432.97 feet; thence departing said North line, S 00°46'33" E, a distance of 235.23 feet to the Point of Beginning; thence N 72°12'00" E, a distance of 220.83 feet; thence S 21°53'00" W, a distance of 55.70 feet; thence S 87°17'54" W, a distance of 55.35 feet; thence S 84°43'04" W, a distance of 129.04 feet; thence S 76°54'29" W, a distance of 5.87 feet to the Point of Beginning.

LSS-817
2020ANE00809

Conservation Easement 4B (2.65 Ac.)

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 6085.39 feet; thence departing said North line, S 00°46'33" E, a distance of 319.64 feet to the Point of Beginning; thence S 34°31'52" E, a distance of 263.26 feet; thence S 63°13'56" W, a distance of 52.47 feet; thence S 05°38'48" W, a distance of 45.91 feet; thence S 24°24'42" E, a distance of 58.63 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 89°50'48"; thence on the arc of said curve, a distance of 39.20 feet said arc being subtended by a chord which bears S 20°30'42" W, a distance of 35.31 feet to the curves end; thence S 65°26'05" W, a distance of 78.11 feet; thence S 80°13'16" W, a distance of 12.76 feet; thence N 84°59'33" W, a distance of 56.38 feet; thence N 78°19'32" W, a distance of 47.90 feet; thence S 57°11'25" W, a distance of 73.12 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and central angle of 90°53'40"; thence on the arc of said curve, a distance of 39.66 feet said arc being subtended by a chord which bears N 77°21'46" W, a distance of 35.63 feet to the curves end; thence N 31°54'56" W, a distance of 56.10 feet; thence S 86°29'39" W, a distance of 76.51 feet; thence S 45°13'31" W, a distance of 18.72 feet; thence N 44°46'29" W, a distance of 3.41 feet to the beginning of a curve, concave Southeast, having a radius of 1065.00 feet and central angle of 24°48'33"; thence on the arc of said curve, a distance of 461.14 feet said arc being subtended by a chord which bears N 31°06'22" E, a distance of 457.55 feet to the beginning of a curve, concave Northerly, having a radius of 180.00 feet and central angle of 18°42'44"; thence on the arc of said curve, a distance of 58.79 feet said arc being subtended by a chord which bears N 89°26'58" E, a distance of 58.53 feet to the Point of Beginning.

LSS-835
2020ANE00809

Conservation Easement 4C (16.13 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, S 89°13'27" W, a distance of 6443.42 feet; thence departing said South line, N 00°46'33" W, a distance of 737.30 feet to the Point of Beginning; thence S 69°12'54" W, a distance of 73.21 feet; thence S 48°12'38" W, a distance of 99.20 feet; thence S 58°17'36" W, a distance of 86.21 feet; thence S 09°47'00" E, a distance of 69.52 feet; thence S 28°24'45" W, a distance of 123.08 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 97°05'34"; thence on the arc of said curve, a distance of 42.36 feet said arc being subtended by a chord which bears S 76°57'32" W, a distance of 37.47 feet to the curves end; thence N 54°29'41" W,

a distance of 51.24 feet; thence S 35°00'40" W, a distance of 47.45 feet; thence S 07°43'04" W, a distance of 80.31 feet; thence S 17°53'16" W, a distance of 79.44 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 85°42'01"; thence on the arc of said curve, a distance of 37.39 feet said arc being subtended by a chord which bears S 60°44'17" W, a distance of 34.00 feet to the curves end; thence N 76°24'43" W, a distance of 58.29 feet; thence S 39°47'58" W, a distance of 57.61 feet; thence S 24°25'19" W, a distance of 129.63 feet; thence N 33°43'05" W, a distance of 227.92 feet; thence N 31°56'51" W, a distance of 264.95 feet; thence N 28°44'36" W, a distance of 71.60 feet; thence N 31°39'28" W, a distance of 355.18 feet; thence S 64°40'36" E, a distance of 288.74 feet; thence N 47°29'22" E, a distance of 2.45 feet; thence N 47°29'22" E, a distance of 86.57 feet; thence N 40°54'52" E, a distance of 68.18 feet; thence N 62°06'27" E, a distance of 187.99 feet to the beginning of curve, concave Northerly, having a radius of 1563.00 feet and central angle of 4°29'56"; thence on the arc of said curve, a distance of 122.73 feet said arc being subtended by a chord which bears S 87°34'20" E, a distance of 122.69 feet to the curves end; thence S 89°49'18" E, a distance of 323.36 feet to the beginning of a curve, concave Northerly, having a radius of 2063.00 feet and central angle of 9°49'29"; thence on the arc of said curve, a distance of 353.75 feet said arc being subtended by a chord which bears N 85°15'58" E, a distance of 353.32 feet to the curves end; thence N 80°21'13" E, a distance of 386.03 feet; thence N 81°27'27" E, a distance of 68.66 feet; thence S 07°52'24" E, a distance of 77.17 feet; thence S 27°26'13" W, a distance of 112.58 feet; thence S 38°42'44" W, a distance of 111.72 feet; thence S 26°45'02" W, a distance of 58.43 feet; thence S 16°58'47" E, a distance of 113.49 feet; thence S 05°35'07" E, a distance of 67.38 feet; thence S 30°03'40" W, a distance of 67.78 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 89°36'35"; thence on the arc of said curve, a distance of 39.10 feet said arc being subtended by a chord which bears S 74°51'58" W, a distance of 35.23 feet to the curves end; thence N 60°19'44" W, a distance of 92.63 feet; thence N 60°56'45" W, a distance of 75.44 feet; thence N 65°35'10" W, a distance of 107.63 feet; thence S 64°07'26" W, a distance of 74.26 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and central angle of 74°08'23"; thence on the arc of said curve, a distance of 32.35 feet said arc being subtended by a chord which bears N 78°48'23" W, a distance of 30.14 feet to the curves end; thence N 41°44'12" W, a distance of 91.92 feet; thence N 38°05'45" W, a distance of 89.68 feet; thence N 64°50'23" W, a distance of 36.14 feet; thence N 87°17'10" W, a distance of 60.73 feet to the Point of Beginning.

LSS855
2018ANE00227

CONSERVATION EASEMENT A1-B (2.57 Ac.)

A parcel of land, 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 Mill

Grant, Section 50, Township 3 North, Range 27 East, all in Nassau County, Florida, containing 2.57 acres, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, N 89°13'27" E, a distance of 251.41 feet to a point on the Southeasterly line of Conservation Easement A1 as recorded in Official Record Book 2215, Page 1508 of the public records of Nassau County, Florida the Point of Beginning; thence departing said South line and on said Southeasterly line for the next 3 courses, N 48°29'04" W, a distance of 67.95 feet; thence N 31°49'53" W, a distance of 86.02 feet; thence N 38°02'38" W, a distance of 42.06 feet; thence departing said Southeasterly line, N 61°07'39" E, a distance of 204.04 feet to the beginning of a curve, concave Southwest, having a radius of 25.00 feet and a central angle of 83°13'06"; thence on the arc of said curve, a distance of 36.31 feet said arc being subtended by a chord which bears S 77°15'48" E, a distance of 33.20 feet to the curves end; thence S 35°39'15" E, a distance of 227.25 feet to the beginning of a curve, concave Northeast, having a radius of 1565.00 feet and a central angle of 9°09'00"; thence on the arc of said curve, a distance of 249.93 feet said arc being subtended by a chord which bears S 40°13'45" E, a distance of 249.66 feet to the curves end; thence S 50°59'38" W, a distance of 5.86 feet; thence S 46°38'41" E, a distance of 261.35 feet; thence S 64°40'38" W, a distance of 28.56 feet to a point on the aforesaid Southeasterly line; thence on said Southeasterly line for the next 4 courses, N 66°25'10" W, a distance of 22.16 feet; thence N 60°41'33" W, a distance of 161.45 feet; thence N 63°26'56" W, a distance of 202.68 feet; thence N 56°59'37" W, a distance of 138.00 feet; thence N 48°29'04" W, a distance of 112.35 feet to the Point of Beginning.

LSS856
2018ANE00227

CONSERVATION EASEMENT A1-A (1.76 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill 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, containing 1.76 acres, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the West line of said Section 50, N 01°09'44" W, a distance of 208.54 feet to a point on the Southeasterly line of Conservation Easement A1 as recorded in Official Record Book 2215, Page 1508 of the public records of Nassau County, Florida; thence on said Southeasterly line, N 80°13'15" E, a distance of 59.77 feet to the Point of Beginning; thence continue on said Southeasterly line for the next 3 courses, N 05°19'58" E, a distance of 50.12 feet; thence N 21°51'25" W, a distance of 205.51 feet; thence N 15°50'39" W, a distance of 186.66

feet; thence departing said Southeasterly line, N 55°27'59" E, a distance of 103.04 feet to the beginning of a curve, concave Northeast, having a radius of 1265.00 feet and a central angle of 1°07'15"; thence on the arc of said curve, a distance of 24.74 feet said arc being subtended by a chord which bears S 35°05'38" E, a distance of 24.74 feet to the curves end; thence S 35°39'15" E, a distance of 399.72 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and a central angle of 96°46'27"; thence on the arc of said curve, a distance of 42.23 feet said arc being subtended by a chord which bears S 12°43'58" W, a distance of 37.38 feet to the curves end; thence S 61°07'12" W, a distance of 179.42 feet; thence S 76°36'35" W, a distance of 45.18 feet to the Point of Beginning.

LSS-862
2016ANE02121

CONSERVATION EASEMENT 1 (21.75 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, N 89°13'27" E, a distance of 1064.37 feet to a point on the Northwesterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said South line and on said Northwesterly Right of Way line for the next 2 courses, N 40°57'47" E, a distance of 67.93 feet to a point being on a curve, concave Southeast, having a radius of 1539.00 feet and a central angle of 16°23'55"; thence on the arc of said curve, a distance of 440.48 feet said arc being subtended by a chord which bears N 49°09'44" E, a distance of 438.97 feet to the Southwest corner of Proposed School Site; thence departing said Northwesterly Right of Way line and on the Westerly line of said Proposed School Site for the next 3 courses, N 47°17'21" W, a distance of 343.20 feet; thence N 75°33'39" W, a distance of 186.91 feet; thence N 25°47'37" E, a distance of 113.92 feet to on the Northerly line of said Proposed School Site and the Point of Beginning; thence departing said Westerly line and on said Northerly line and on the Easterly line of said Proposed School Site for the next 35 courses, N 84°05'09" E, a distance of 119.09 feet; thence N 63°45'37" E, a distance of 126.50 feet; thence N 40°10'13" E, a distance of 220.49 feet; thence N 62°54'02" E, a distance of 56.34 feet; thence N 18°47'38" E, a distance of 65.27 feet; thence N 35°42'80" W, a distance of 32.12 feet; thence N 52°44'07" E, a distance of 58.53 feet; thence S 60°24'13" E, a distance of 70.38 feet thence N 69°44'16" E, a distance of 111.69 feet; thence S 87°24'42" E, a distance of 66.18 feet; thence N 62°42'01" E, a distance of 189.42 feet; thence N 42°13'17" W, a distance of 94.35 feet thence N 61°27'48" E, a distance of 222.30 feet; thence N 21°06'17" W, a distance of 51.44 feet thence S 70°56'01" E, a distance of 71.65 feet; thence N 61°00'12" E, a distance of 79.83 feet; thence N 79°00'09" E, a distance of 93.64 feet thence N 26°49'22" W, a distance of 118.58 feet, thence N 58°50'25" E, a

distance of 168.18 feet; thence S 13°42'57" E, a distance of 60.34 feet; thence S 47°22'55" E, a distance of 108.03 feet; thence S 12°55'18" E, a distance of 70.78 feet; thence S 44°29'12" E, a distance of 59.65 feet; thence S 82°49'32" E, a distance of 46.38 feet; thence S 44°38'23" E, a distance of 65.30 feet; thence N 52°23'10" E, a distance of 210.62 feet; thence N 73°34'27" E, a distance of 57.05 feet thence S 52°06'44" E, a distance of 89.60 feet; thence S 04°27'35" E, a distance of 98.76 feet; thence S 35°42'37" E, a distance of 103.57 feet; thence N 79°16'28" E, a distance of 40.50 feet thence S 36°33'24" E, a distance of 44.28 feet; thence S 08°08'48" W, a distance of 135.24 feet; thence S 20°05'25" W, a distance of 60.49 feet; thence S 00°33'07" W, a distance of 49.09 feet to a point on the aforesaid Northwesterly Right of Way line of a Proposed 81 foot Roadway and said point being on a curve, concave Southeast, having a radius 1539.00 feet and a central angle of 10°25'18"; thence on said Northwesterly Right of Way line and on the arc of said curve, a distance of 279.93 feet said arc being subtended by a chord which bears N 65°40'05" E, a distance of 279.55 feet to the curves end; thence departing said Northwesterly Right of Way line, N 10°10'20" W, a distance of 237.64 feet thence N 04°21'04" W, a distance of 322.93 feet; thence N 01°36'05" E, a distance of 354.25 feet; thence S 85°16'05" W, a distance of 879.81 feet; thence S 49°55'41" W, a distance of 1856.89 feet; thence S 51°03'46" E, a distance of 33.98 feet thence S 73°55'16" E, a distance of 79.40 feet; thence N 72°43'28" E, a distance of 63.48 feet to the Point of Beginning.

LSS864
2018ANE00227

CONSERVATION EASEMENT A4 (19.48 Ac.) as shown and delineated on Plat of East Nassau - Wildlight PDP-3 / POD 5, recorded as Instrument No. 202245009432 in Official Records Book 2546, Pages 1608 through 1613, inclusive, in the Official Records of Nassau County, Florida, and more particularly described as follows:

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, N 89°13'27" E, a distance of 904.16 feet; thence departing said South line, N 00°46'33" W, a distance of 747.04 feet to the Point of Beginning; thence N 67°26'38" W, a distance of 79.23 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and a central angle of 26°46'19"; thence on the arc of said curve, a distance of 11.68 feet said arc being subtended by a chord which bears N 54°03'29" W, a distance of 11.58 feet to the curves end; thence N 40°40'19" W, a distance of 15.46 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and a central angle of 27°30'02"; thence on the arc of said curve, a distance of 12.00 feet said arc being subtended by a chord which bears N 26°55'18" W, a distance

of 11.88 feet to the curves end; thence N 13°10'17" W, a distance of 84.92 feet; thence N 39°13'48" E, a distance of 122.41 feet; thence N 83°42'41" E, a distance of 145.25 feet; thence N 51°53'36" E, a distance of 60.99 feet; thence N 05°39'57" W, a distance of 60.28 feet; thence N 41°54'07" W, a distance of 157.67 feet; thence N 11°08'51" W, a distance of 12.80 feet; thence N 27°34'17" W, a distance of 99.78 feet; thence N 07°53'43" W, a distance of 90.96 feet; thence N 51°36'02" W, a distance of 161.3 feet; thence N 05°17'06" E, a distance of 111.56 feet; thence N 44°50'53" E, a distance of 415.6 feet; thence N 82°38'18" E, a distance of 188.58 feet; thence S 36°37'59" E, a distance of 31.60 feet; thence N 81°55'51" E, a distance of 107.98 feet; thence N 85°14'10" E, a distance of 196.25 feet; thence S 89°28'12" E, a distance of 179.40 feet; thence S 87°58'39" E, a distance of 305.18 feet; thence N 03°20'31" E, a distance of 5.05 feet; thence S 89°52'12" E, a distance of 44.31 feet; thence N 86°56'42" E, a distance of 227.53 feet; thence S 07°31'46" W, a distance of 4.49 feet; thence S 49°55'41" W, a distance of 1856.89 feet to the Point of Beginning.

STATE OF FLORIDA
COUNTY OF NASSAU

LIEN AND POSSESSION AFFIDAVIT

BEFORE ME came in person, the undersigned affiant ("Affiant"), Vice President of WILDLIGHT LLC, a Delaware limited liability company ("Owner"), who, having been duly sworn and placed on oath, deposed and said as follows:

1. The facts recited herein are based on the Affiant's best knowledge and belief.
2. Owner holds a fee estate, encumbered by easement(s), reservation(s), grant(s) or lease(s) of record, in and to a parcel of land lying in Nassau County, Florida, and more particularly described upon EXHIBIT "A" attached hereto and by reference made a part hereof ("Property"). Owner is in possession of the Property and no other parties have any claim to possession of the Property.
3. No improvements or repairs have been made on the Property by or at the instance of Owner during three (3) months immediately preceding this date and Owner has no outstanding bills incurred for labor or materials used in making improvements or repairs on the Property or for services of architects, surveyors or engineers incurred in connection therewith, other than those services as have arisen under or by reason of the transaction to which this Affidavit relates and as will be discharged at closing or assumed by EAST NASSAU STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida ("ENSD").
4. There are no outstanding oral or written contracts, mortgages, claims, liens, special assessments, financing statements, leases or permits entered into by or on behalf of the Owner and relating to the Property which would survive the conveyance of the Property to ENSD and encumber the title ENSD receives, other than as appear of record upon the date hereof.
5. This Affidavit is made with the knowledge that the same may be used in connection with securing an owner's title insurance policy for ENSD.

AFFIANT:

John R. Campbell
John R. Campbell

afk Sworn to and subscribed before me by means of physical presence or online notarization this day of February 2024, by John R. Campbell, who is personally known to me.

Chrystal C. Dietz
Print Name: Chrystal C. Dietz
Notary Public, State of Florida
My Commission Expires: *9-29-27*
Commission No.: *HH 410826*

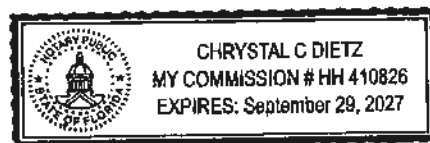


EXHIBIT "A"

Nassau County, Florida

LSS-828

Conservation Easement C (109.56 Ac.)

SITE 1:

A parcel of land, 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 Mill Grant, Section 50, Township 3 North, Range 27 East, all in Nassau County, Florida and being a portion of East Nassau - Wildlight PDP 3 / Pod 4 North as recorded in Official Record Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida, and being more particularly described as follows:

Begin at the Southwest corner of East Nassau - Wildlight PDP 3 / Pod 4 North as recorded in Official Record Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida said point also being on the Northerly Right of Way line of State Road No. 200 (A1A) (184 foot Right of Way); thence on the Westerly line of said East Nassau - Wildlight PDP 3 / Pod 4 North for the next 63 courses, N 14°34'24" W, a distance of 26.17 feet; thence N 37°44'05" W, a distance of 19.94 feet; thence N 19°00'35" W, a distance of 20.68 feet; thence N 27°51'55" E, a distance of 22.98 feet; thence N 05°35'01" E, a distance of 51.12 feet; thence N 50°18'54" W, a distance of 61.48 feet; thence S 83°17'51" W, a distance of 9.53 feet; thence N 69°59'54" W, a distance of 8.68 feet; thence N 45°00'00" W, a distance of 12.94 feet; thence N 15°00'01" W, a distance of 12.94 feet; thence N 08°14'40" E, a distance of 24.44 feet; thence N 65°02'35" W, a distance of 33.83 feet; thence N 81°48'40" W, a distance of 40.47 feet; thence N 49°28'48" W, a distance of 17.14 feet; thence N 03°50'14" W, a distance of 25.32 feet; thence N 03°50'14" W, a distance of 97.07 feet; thence N 81°07'49" W, a distance of 651.34 feet; thence S 72°16'09" W, a distance of 92.45 feet to a point on a curve, concave Northeast, having a radius of 455.55 feet and a central angle of 64°10'20"; thence on the arc of said curve, a distance of 510.22 feet said arc being subtended by a chord which bears N 14°31'57" W, a distance of 483.97 feet to the curves end; thence N 17°33'13" E, a distance of 148.53 feet; thence S 64°55'33" E, a distance of 91.90 feet; thence S 74°15'37" E, a distance of 64.22 feet; thence N 78°51'30" E, a distance of 44.31 feet; thence S 13°46'00" E, a distance of 9.16 feet; thence N 76°14'00" E, a distance of 20.18 feet; thence N 90°00'00" E, a distance of 58.41 feet to a point on a curve, concave Northeast, having a radius of 282.00 feet and a central angle of 14°35'17"; thence on the arc of said curve, a distance of 71.80 feet said arc being subtended by a chord which bears S 63°05'05" E, a distance of 71.61 feet to a point of compound curvature of a curve having a radius of 207.00 feet and a central angle of 114°29'51"; thence on the arc of said curve, a distance of 413.66 feet said arc being subtended by a chord which bears N 52°22'21" E, a distance of 348.19 feet to the curves

end; thence N 04°52'34" W, a distance of 176.80 feet to the beginning of a curve, concave Southwest, having a radius of 232.00 feet and a central angle of 67°34'13"; thence on the arc of said curve, a distance of 273.60 feet said arc being subtended by a chord which bears N 38°39'41" W, a distance of 258.02 feet to the curves end; thence N 72°26'47" W, a distance of 117.42 feet; thence N 17°33'13" E, a distance of 57.96 feet; thence N 00°00'00" E, a distance of 44.09 feet; thence N 72°30'30" W, a distance of 23.52 feet; thence N 01°32'33" W, a distance of 56.38 feet; thence N 68°29'37" W, a distance of 78.54 feet; thence N 24°23'46" E, a distance of 115.28 feet; thence N 20°24'00" E, a distance of 158.48 feet; thence S 72°26'47" E, a distance of 10.00 feet; thence N 17°33'13" E, a distance of 35.00 feet; thence N 72°26'47" W, a distance of 10.00 feet; thence N 12°48'00" E, a distance of 208.82 feet; thence N 79°41'55" E, a distance of 72.83 feet; thence N 27°39'50" E, a distance of 141.02 feet; thence N 87°53'58" E, a distance of 92.75 feet; thence S 78°08'16" E, a distance of 42.28 feet; thence N 48°30'00" E, a distance of 103.12 feet; thence N 32°52'00" E, a distance of 139.06 feet; thence N 21°11'55" E, a distance of 181.26 feet; thence S 71°22'04" E, a distance of 146.28 feet; thence S 87°22'44" E, a distance of 111.52 feet; thence N 79°52'34" E, a distance of 135.74 feet; thence N 46°14'01" E, a distance of 54.25 feet; thence N 24°41'00" E, a distance of 123.84 feet to the beginning of a curve, concave Northwest, having a radius of 1746.50 feet and a central angle of 6°35'32"; thence on the arc of said curve, a distance of 200.94 feet said arc being subtended by a chord which bears N 21°23'14" E, a distance of 200.83 feet to the curves end; thence N 21°04'05" W, a distance of 9.13 feet; thence N 36°45'46" W, a distance of 75.31 feet; thence N 15°34'40" W, a distance of 60.13 feet; thence N 01°34'30" W, a distance of 154.10 feet; thence N 36°37'12" W, a distance of 37.06 feet; thence N 03°59'54" E, a distance of 228.24 feet; thence N 62°32'01" E, a distance of 79.11 feet; thence N 83°27'07" E, a distance of 115.17 feet; thence S 31°50'36" E, a distance of 1194.22 feet to a point on the Northerly line and on the Westerly line and on the Southerly line of Recreation and/or Community Amenity Tract 3 of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North for the next 17 courses, S 72°22'52" W, a distance of 158.70 feet; thence S 80°30'25" W, a distance of 156.47 feet; thence N 85°06'47" W, a distance of 135.08 feet; thence S 75°26'08" W, a distance of 171.53 feet; thence S 64°17'24" W, a distance of 75.73 feet; thence S 29°48'51" W, a distance of 52.78 feet; thence S 17°04'43" E, a distance of 124.66 feet; thence S 88°37'51" E, a distance of 191.75 feet; thence N 80°45'52" E, a distance of 124.63 feet; thence S 89°17'34" E, a distance of 121.16 feet; thence S 79°09'00" E, a distance of 121.39 feet; thence S 45°00'00" E, a distance of 141.09 feet; thence S 61°01'56" E, a distance of 64.74 feet; thence S 86°39'19" E, a distance of 77.37 feet; thence S 74°29'42" E, a distance of 110.51 feet; thence S 43°13'36" E, a distance of 40.97 feet; thence S 08°13'18" E, a distance of 117.06 feet to a point on the Northerly line of Parcel 4B-2 of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North; thence departing said Southerly line and on said Northerly line and on the Westerly line and Southerly line of said Parcel 4B-2, for the next 32 courses, S 47°57'16" W, a distance of 41.96 feet; thence S 20°44'32" W, a distance of 67.69 feet; thence S 49°58'08" W, a distance of 238.11 feet; thence S 88°40'49" W, a distance of 91.02 feet; thence N 39°42'27" W, a distance of 63.05 feet; thence N 05°56'33" W, a distance of 78.38 feet; thence N 18°03'37" W, a distance of 120.46 feet; thence S 88°42'48" W, a distance of 77.27 feet; thence S 23°21'17" W, a distance of 86.52 feet; thence S 32°13'05" W, a distance of 175.28 feet;

thence S 56°10'10" W, a distance of 80.53 feet; thence S 86°45'31" W, a distance of 116.66 feet; thence N 84°54'43" W, a distance of 60.97 feet; thence S 44°54'23" W, a distance of 67.36 feet; thence S 19°29'30" W, a distance of 63.88 feet; thence S 06°39'28" E, a distance of 144.69 feet; thence S 31°13'47" E, a distance of 268.31 feet; thence S 22°51'44" E, a distance of 285.38 feet; thence N 87°15'10" E, a distance of 199.65 feet; thence N 36°16'37" E, a distance of 60.64 feet; thence N 77°41'53" E, a distance of 137.86 feet; thence N 64°46'11" E, a distance of 65.81 feet; thence N 51°36'56" E, a distance of 87.53 feet; thence N 29°25'11" E, a distance of 132.61 feet; thence N 04°17'28" E, a distance of 53.34 feet; thence N 25°39'08" W, a distance of 72.86 feet; thence N 20°53'17" W, a distance of 127.18 feet; thence N 08°27'18" W, a distance of 73.65 feet; thence N 42°09'12" E, a distance of 62.84 feet; thence N 58°16'02" E, a distance of 162.71 feet; thence N 50°49'28" E, a distance of 257.46 feet; thence S 31°50'36" E, a distance of 300.52 feet; thence S 68°33'07" W, a distance of 26.18 feet to the beginning of a curve, concave Southeast, having a radius of 704.49 feet and a central angle of 5°04'49"; thence on the arc of said curve, a distance of 62.46 feet said arc being subtended by a chord which bears S 06°24'14" W, a distance of 62.44 feet to the curves end; thence N 66°14'02" W, a distance of 7.88 feet; thence S 78°20'27" W, a distance of 81.86 feet; thence S 01°08'48" W, a distance of 153.09 feet; thence S 57°55'14" E, a distance of 6.61 feet; thence S 35°55'48" E, a distance of 99.9 feet; thence S 17°21'32" E, a distance of 67.91 feet; thence S 05°28'03" E, a distance of 34.16 feet; thence S 11°27'35" W, a distance of 38.26 feet to a point on the Northerly line of Parcel 4C of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North; thence on said Northerly line and on the Westerly line of said Parcel 4C for the next 12 courses, S 51°03'00" W, a distance of 147.00 feet; thence S 89°03'41" W, a distance of 96.57 feet; thence S 76°46'32" W, a distance of 47.28 feet; thence S 13°08'19" W, a distance of 77.20 feet; thence S 41°53'01" W, a distance of 72.80 feet; thence S 72°16'43" W, a distance of 72.32 feet; thence S 41°58'32" W, a distance of 120.31 feet; thence S 54°41'23" W, a distance of 213.04 feet; thence S 16°16'24" W, a distance of 101.15 feet; thence S 22°49'46" E, a distance of 75.63 feet; thence N 73°07'46" E, a distance of 312.64 feet; thence S 19°56'16" E, a distance of 165.59 feet to a point on the aforesaid Northerly Right of Way line of Sate Road No. 200 (A1A); thence departing said Westerly line and on said Northerly Right of Way line, S 72°19'01" W, a distance of 1564.87 feet to the Point of Beginning.

LSS-171
2018ANE00227

CONSERVATION EASEMENT A1 (96.39 Ac)

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 Mill 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 Northeast corner of the Heirs of E. Waterman Mill Grant, Section 39, Township 2 North, Range 26 East, Nassau County, Florida; thence on the East line of said Section 39, S 01°11'47" E, a distance of 1180.32 feet to the Point of Beginning; thence departing said East line, S 70°23'20" W, a distance of 16.31 feet; thence N 16°36'52" W, a distance of 25.03 feet; thence S 70°23'20" W, a distance of 72.12 feet; thence S 85°07'48" W, a distance of 109.08 feet; thence N 67°29'53" W, a distance of 251.35 feet; thence S 56°13'53" W, a distance of 141.94 feet; thence S 08°23'30" W, a distance of 217.38 feet; thence N 82°42'24" E, a distance of 13.97 feet; thence S 30°17'30" E, a distance of 68.94 feet; thence S 71°59'29" E, a distance of 66.25 feet; thence N 47°47'00" E, a distance of 71.34 feet; thence S 42°13'00" E, a distance of 303.71 feet to a point on the Northerly line of those lands described in Official Record Book 1484, Page 1762 of the Public Records of Nassau County, Florida; thence on said Northerly line, S 73°24'10" W, a distance of 836.77 feet to a point on the Easterly Limited Access Right of Way line of Interstate 95 (300 foot Right of Way); thence departing said Northerly line and on said Easterly Limited Access Right of Way line, N 16°36'54" W, a distance of 3294.77 feet; thence departing said Easterly Limited Access Right of Way line, N 74°24'36" E, a distance of 87.21 feet; thence S 79°40'45" E, a distance of 17.95 feet; thence S 10°18'17" W, a distance of 14.31 feet; thence N 75°01'00" E, a distance of 822.12 feet; thence S 01°16'23" W, a distance of 114.36 feet; thence S 16°00'53" W, a distance of 43.14 feet; thence S 25°15'42" W, a distance of 45.92 feet; thence S 09°38'15" W, a distance of 26.88 feet; thence S 25°26'43" E, a distance of 68.66 feet; thence S 19°17'24" E, a distance of 42.38 feet; thence S 04°32'53" W, a distance of 44.14 feet; thence S 27°43'07" W, a distance of 33.32 feet; thence S 25°53'13" E, a distance of 37.79 feet; thence S 43°27'07" E, a distance of 52.35 feet; thence S 55°18'17" E, a distance of 79.06 feet; thence S 25°20'46" E, a distance of 52.56 feet; thence S 23°53'28" W, a distance of 81.48 feet; thence S 04°44'43" W, a distance of 73.59 feet; thence S 00°09'27" W, a distance of 201.04 feet; thence N 90°00'00" E, a distance of 25.40 feet; thence S 57°43'28" E, a distance of 94.77 feet; thence S 00°00'00" E, a distance of 26.67 feet; thence N 89°04'37" E, a distance of 237.59 feet; thence N 83°33'39" E, a distance of 257.07 feet; thence N 69°24'39" E, a distance of 305.13 feet; thence S 15°50'39" E, a distance of 186.66 feet; thence S 21°51'25" E, a distance of 205.51 feet; thence S 05°19'58" W, a distance of 50.12 feet; thence S 80°13'15" W, a distance of 519.4 feet; thence N 82°43'00" W, a distance of 161.39 feet; thence S 80°37'04" W, a distance of 59.90 feet; thence S 50°30'49" W, a distance of 68.74 feet; thence S 38°17'04" W, a distance of 148.13 feet; thence S 48°55'08" W, a distance of 46.82 feet; thence S 34°53'58" W, a distance of 41.63 feet; thence S 10°23'33" W, a distance of 68.81 feet; thence S 55°33'58" E, a distance of 44.36 feet; thence S 62°22'02" E, a distance of 104.79 feet; thence S 73°18'49" E, a distance of 200.58 feet; thence N 84°24'08" E, a distance of 87.38 feet; thence S 76°27'22" E, a distance of 100.35 feet; thence N 80°58'11" E, a distance of 95.00 feet; thence N 21°01'44" W, a distance of 43.39 feet; thence N 11°54'31" W, a distance of 116.9 feet; thence N 07°21'54" E, a distance of 97.61 feet; thence N 48°27'51" E, a distance of 18.25 feet; thence S 88°54'35" E, a distance of 150.91 feet; thence S 73°52'32" E, a distance of 103.77 feet;

thence S 65°28'07" E, a distance of 82.42 feet; thence N 37°08'03" E, a distance of 51.74 feet; thence N 20°26'26" W, a distance of 80.67 feet; thence N 20°08'47" E, a distance of 109.68 feet; thence N 74°02'29" E, a distance of 71.92 feet; thence S 38°02'38" E, a distance of 42.06 feet; thence S 31°49'53" E, a distance of 86.02 feet; thence S 48°29'04" E, a distance of 180.3 feet; thence S 56°59'37" E, a distance of 138.00 feet; thence S 63°26'56" E, a distance of 202.68 feet; thence S 60°41'33" E, a distance of 161.45 feet; thence S 66°25'10" E, a distance of 98.78 feet; thence S 60°36'40" W, a distance of 9.73 feet; thence S 50°55'41" E, a distance of 57.88 feet; thence S 39°58'43" E, a distance of 203.72 feet; thence S 40°18'25" E, a distance of 13.39 feet; thence S 18°25'58" E, a distance of 66.83 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and a central angle of 56°33'31"; thence on the arc of said curve, a distance of 24.68 feet said arc being subtended by a chord which bears S 09°50'47" W, a distance of 23.69 feet to the curves end; thence S 38°07'33" W, a distance of 91.43 feet; thence S 48°38'18" W, a distance of 82.91 feet; thence S 06°37'48" E, a distance of 30.00 feet; thence S 04°04'32" E, a distance of 95.39 feet; thence S 19°27'49" W, a distance of 42.96 feet; thence S 60°47'37" W, a distance of 265.11 feet; thence N 08°57'11" W, a distance of 5.04 feet; thence N 45°36'54" W, a distance of 24.58 feet; thence S 72°59'47" W, a distance of 47.32 feet; thence S 14°39'50" W, a distance of 20.63 feet; thence S 80°24'47" W, a distance of 219.03 feet; thence N 54°35'13" W, a distance of 85.08 feet; thence S 68°34'20" W, a distance of 262.29 feet; thence S 80°22'02" W, a distance of 77.44 feet; thence S 70°23'20" W, a distance of 3.73 feet to the Point of Beginning.

LESS AND EXCEPT

(LSS-361 - LSP1237) 25' MOBILITY TRAIL EASEMENT A (0.90Ac.)

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, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, Nassau County, Florida; thence on the West line of said Section 44, S 01°11'47" E, a distance of 1180.32 feet to the Point of Beginning; thence N 70°23'20" E, a distance of 3.73 feet; thence N 80°22'02" E, a distance of 77.44 feet; thence N 68°34'20" E, a distance of 262.29 feet; thence S 54°35'13" E, a distance of 85.08 feet; thence N 80°24'47" E, a distance of 219.03 feet; thence N 14°39'50" E, a distance of 20.63 feet; thence N 72°59'47" E, a distance of 47.32 feet; thence S 45°36'54" E, a distance of 24.58 feet; thence S 08°57'11" E, a distance of 5.04 feet; thence N 60°47'37" E, a distance of 265.11 feet; thence N 19°27'49" E, a distance of 42.96 feet; thence N 04°04'32" W, a distance of 95.39 feet; thence N 06°37'48" W, a distance of 30.00 feet; thence N 48°38'18" E, a distance of 82.91 feet; thence N 38°07'33" E, a distance of 91.43 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and a central angle of 56°33'31"; thence on the arc of said curve, a distance of 24.68 feet said arc being subtended by a chord which bears N 09°50'47" E, a distance of 23.69 feet to the curves end; thence N 18°25'58" W, a

distance of 66.83 feet; thence N 40°18'25" W, a distance of 13.39 feet; thence N 49°41'35" E, a distance of 59.16 feet to a point on the Westerly Right of Way line of Wildlight Avenue (81 foot Right of Way); thence on said Westerly Right of Way line, N 46°38'41" W, a distance of 25.15 feet; thence departing said Westerly Right of Way line, S 49°41'35" W, a distance of 81.38 feet; thence S 40°18'25" E, a distance of 33.56 feet; thence S 18°25'58" E, a distance of 61.99 feet; thence S 38°07'33" W, a distance of 89.13 feet; thence S 48°38'18" W, a distance of 93.70 feet; thence S 06°37'48" E, a distance of 42.53 feet; thence S 04°04'32" E, a distance of 89.62 feet; thence S 19°27'49" W, a distance of 28.32 feet; thence S 60°47'37" W, a distance of 233.85 feet; thence N 45°36'54" W, a distance of 25.65 feet; thence S 72°59'47" W, a distance of 76.11 feet; thence S 14°39'50" W, a distance of 18.43 feet; thence S 80°24'47" W, a distance of 192.51 feet; thence N 54°35'13" W, a distance of 88.25 feet; thence S 68°34'20" W, a distance of 273.24 feet; thence S 80°22'02" W, a distance of 72.90 feet; thence N 16°36'52" W, a distance of 25.75 feet; thence S 70°23'20" W, a distance of 35.11 feet; thence S 16°37'11" E, a distance of 25.03 feet; thence N 70°23'20" E, a distance of 10.07 feet; thence S 16°36'52" E, a distance of 25.03 feet; thence N 70°23'20" E, a distance of 16.31 feet to the Point of Beginning.

LESS AND EXCEPT

(LSS-319 - LSP1354) Trail Easement 4: (1.04 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 39, Township 2 North, Range 26 East and 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 Northwest corner of Tract 5, as shown on the plat of East Nassau - Wildlight Phase 1c-West, recorded in Plat Book 2239, Pages 1149 and 1150 of the public records of Nassau County, Florida; thence S 43°21'19" W, a distance of 12.50 feet; thence S 49°40'53" E, a distance of 214.66 feet; thence S 10°08'44" E, a distance of 86.04 feet; thence S 46°38'41" E, a distance of 32.67 feet to a point on the Northwesterly Right of Way line of Wildlight Avenue (81 foot Right of Way); thence on said Northwesterly Right of Way line, S 43°21'19" W, a distance of 53.70 feet to a point on the Westerly Right of Way line of said Wildlight Avenue; thence departing said Northwesterly Right of Way line and on said Westerly Right of Way line, S 46°38'41" E, a distance of 204.07 feet; thence departing said Westerly Right of Way line, S 13°12'31" W, a distance of 31.65 feet to the Point of Beginning; thence S 64°40'38" W, a distance of 47.25 feet; thence S 83°00'57" W, a distance of 107.72 feet; thence N 88°42'40" W, a distance of 118.89 feet; thence S 73°39'58" W, a distance of 107.18 feet; thence S 59°25'03" W, a distance of 187.55 feet; thence S 55°21'32" W, a distance of 98.56 feet; thence S 50°53'39" W, a distance of 159.61 feet; thence S 37°25'13" W, a distance of 62.82 feet; thence S 02°52'14" E, a distance of 70.32 feet; thence S 45°28'05" W, a distance of 80.12 feet; thence S 54°29'53" W, a distance of 306.84 feet; thence S 47°12'03" W, a distance of 52.57 feet; thence S 1°33'11" W, a distance of 118.24 feet to the Northerly line of Pond Tract 1 of aforesaid East Nassau - Wildlight Phase 1c-West; thence on said Northerly line, N 67°29'53" W, a distance of 120.58 feet; thence departing said Northerly line,

N47°12'03" E, a distance of 44.25 feet; thence N 17°56'56" W, a distance of 57.42 feet; thence N 72°03'04" E, a distance of 40.00 feet; thence S 17°56'56" E, a distance of 38.89 feet; thence N 47°12'03" E, a distance of 98.88 feet; thence N 54°29'53" E, a distance of 306.46 feet; thence N 45°28'05" E, a distance of 66.93 feet; thence N 02°52'14" W, a distance of 68.27 feet; thence N 37°25'13" E, a distance of 74.94 feet; thence N 50°53'39" E, a distance of 163.54 feet; thence N 55°21'32" E, a distance of 100.42 feet; thence N 59°25'03" E, a distance of 191.56 feet; thence N 73°39'58" E, a distance of 114.18 feet; thence S 88°42'40" E, a distance of 120.96 feet; thence N 83°00'57" E, a distance of 101.88 feet; thence N 64°40'38" E, a distance of 31.17 feet; thence S 51°03'26" E, a distance of 27.75 feet to the Point of Beginning.

LSS-172
2017ANE00600

CONSERVATION EASEMENT "H" (18.37 Ac)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 90 foot Roadway (90 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line of said Proposed 90 foot Roadway and on the arc of said curve, for the next 2 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 366.85 feet to a point on the Easterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said Southeasterly Right of Way line and on said Easterly Right of Way line for the next 5 courses, S 46°38'41" E, a distance of 396.54 feet to the beginning of a curve, concave Northeast, having a radius of 3779.50 feet and a central angle of 9°00'40"; thence on the arc of said curve, a distance of 594.42 feet said arc being subtended by a chord which bears S 51°09'01" E, a distance of 593.81 feet to the curves end; thence S 34°20'39" W, a distance of 1.46 feet to a point on a curve, concave Northeast, having a radius of 3781.00 feet and a central angle of 1°21'32"; thence on the arc of said curve, a distance of 89.68 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 89.68 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet; thence departing said Easterly Right of Way line, S 32°59'07" W, a distance 81.00 feet to a point on the Westerly Right of Way line of the aforesaid Proposed 81 foot Roadway; thence departing said Westerly Right of Way line, S 32°59'07" W, a distance of 59.72 feet; thence S 12°57'19" W, a distance of 69.42 feet; thence S 84°11'10" W, a distance of 97.15 feet; thence S 34°11'08" W, a distance of 108.34 feet; thence N 72°56'26" W, a distance of 29.97 feet; thence S 34°11'08" W, a

distance of 40.07 feet; thence S 38°41'19" E, a distance of 29.97 feet; thence S 34°11'08" W, a distance of 171.22 feet; thence S 72°31'46" W, a distance of 12.29 feet; thence S 72°31'46" W, 22.07 feet to the Point of Beginning; thence S 72°31'46" W, a distance of 19.08 feet; thence S 68°01'03" W, a distance of 25.33 feet; thence N 55°42'52" W, a distance of 34.22 feet; thence N 31°41'41" W, a distance of 15.70 feet; thence N 69°06'01" W, a distance of 44.35 feet; thence S 53°38'52" W, a distance of 78.89 feet; thence S 34°29'56" W, a distance of 63.47 feet; thence S 30°10'18" W, a distance of 53.84 feet; thence S 08°52'58" W, a distance of 75.36 feet; thence S 04°27'18" E, a distance of 71.22 feet; thence S 46°28'10" E, a distance of 49.08 feet; thence S 32°37'20" E, a distance of 66.03 feet; thence S 26°04'01" W, a distance of 53.75 feet; thence S 37°58'50" W, a distance of 57.84 feet; thence S 62°34'51" W, a distance of 29.37 feet; thence N 48°20'37" W, a distance of 55.02 feet; thence S 51°56'53" W, a distance of 79.17 feet; thence S 20°35'12" E, a distance of 20.03 feet; thence S 09°17'49" W, a distance of 70.58 feet; thence S 20°46'35" E, a distance of 32.56 feet; thence S 07°14'02" E, a distance of 103.53 feet; thence S 07°44'37" W, a distance of 22.34 feet; thence S 59°24'58" W, a distance of 62.46 feet; thence S 14°54'14" W, a distance of 54.69 feet; thence S 21°40'07" E, a distance of 22.14 feet; thence S 55°24'30" E, a distance of 68.83 feet; thence S 69°59'57" E, a distance of 62.64 feet; thence S 17°28'37" E, a distance of 16.02 feet; thence S 82°18'02" W, a distance of 20.50 feet; thence S 17°43'51" E, a distance of 22.96 feet to a point on the Northerly Right of Way line of Florida Power & Light Company (100 foot Easement for Right of Way) as recorded in Official Record Book 123, Page 284 of the Public Records of Nassau County, Florida; thence on said Northerly Right of Way line for the next 2 courses, S 72°16'09" W, a distance of 96.12 feet; thence S 89°02'41" W, a distance of 853.11 feet to a point on the Easterly line of those lands described in Official Record Book 956, Page 1636 of said Public Records; thence departing said Northerly Right of Way line and on said Easterly line, N 16°36'59" W, a distance of 487.28 feet; thence departing said Easterly line, N 86°16'16" E, a distance of 91.43 feet; thence N 74°52'14" E, a distance of 138.89 feet; thence S 87°37'00" E, a distance of 75.78 feet; thence S 69°16'33" E, a distance of 86.85 feet; thence S 57°48'26" E, a distance of 63.54 feet; thence N 75°58'23" E, a distance of 32.37 feet; thence N 34°49'55" E, a distance of 122.89 feet; thence N 86°56'01" E, a distance of 39.10 feet; thence S 69°46'12" E, a distance of 33.41 feet; thence N 70°57'47" E, a distance of 115.97 feet; thence N 14°11'09" E, a distance of 146.72 feet; thence N 16°15'48" E, a distance of 130.05 feet; thence N 04°01'00" E, a distance of 49.81 feet; thence N 20°09'03" E, a distance of 47.56 feet; thence N 31°50'57" E, a distance of 48.05 feet; thence N 11°08'24" E, a distance of 156.74 feet; thence N 57°58'41" E, a distance of 98.10 feet; thence N 49°58'36" E, a distance of 61.31 feet; thence N 40°51'52" E, a distance of 97.94 feet; thence N 22°51'02" E, a distance of 62.00 feet; thence N 01°11'39" W, a distance of 150.20 feet; thence N 56°12'50" E, a distance of 16.17 feet; thence S 17°47'08" E, a distance of 91.18 feet; thence S 35°50'13" E, a distance of 22.23 feet; thence S 29°08'26" E, a distance of 376.39 feet; thence S 29°56'40" E, a distance of 142.03 feet to the Point of Beginning.

LSS-330
2017ANE00595

CONSERVATION EASEMENT A (5.42 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a 81 foot Roadway Parcel "A" (81 foot Right of Way) as recorded in Official Record Book 1981, Page 163 of the Public records of Nassau County, Florida, said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said 81 foot Roadway and on the Easterly Right of Way line of a 81 foot Roadway Parcel "B" (81 foot Right of Way) of those lands described in Official Record Book 1981, Page 163 of the Public Records of Nassau County, Florida and on the arc of said curve, for the next 7 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 14°52'36"; thence on the arc of said curve, a distance of 378.95 feet said arc being subtended by a chord which bears S 49°34'35" E, a distance of 377.89 feet; thence S 57°00'53" E, a distance of 169.65 feet to the Point of Beginning; thence continue on said Easterly Right of Way line of a 81 foot Roadway Parcel "B", S 57°00'53" E, a distance of 462.58 feet; thence departing said Easterly Right of Way line of a 81 foot Roadway Parcel "B", S 88°09'19" E, a distance of 51.91 feet; thence N 54°08'46" E, a distance of 44.59 feet; thence N 13°24'35" E, a distance of 34.26 feet; thence N 63°21'15" E, a distance of 44.92 feet; thence N 39°54'02" E, a distance of 64.70 feet; thence N 81°27'53" E, a distance of 91.05 feet; thence N 65°45'01" E, a distance of 56.27 feet; thence S 88°16'23" E, a distance of 37.88 feet; thence N 39°13'01" E, a distance of 112.75 feet; thence N 55°08'36" E, a distance of 48.92 feet; thence N 34°48'42" E, a distance of 65.79 feet; thence N 18°48'32" E, a distance of 124.04 feet; thence N 52°02'57" E, a distance of 14.08 feet to a point on the Westerly line of a Proposed 15 foot Trail Easement; thence on said Westerly line, N 33°15'25" W, a distance of 79.85 feet to a point on the Southerly line of Conservation Easement 4A; thence departing said Westerly line and on said Southerly line for the next 13 courses, S 82°57'37" W, a distance of 20.29 feet; thence S 81°38'06" W, a distance of

112.70 feet; thence S 59°50'30" W, a distance of 59.74 feet; thence S 45°56'46" W, a distance of 91.67 feet; thence N 78°51'59" W, a distance of 126.84 feet; thence S 66°37'31" W, a distance of 46.27 feet; thence S 51°42'45" W, a distance of 85.19 feet; thence S 31°52'35" W, a distance of 53.35 feet; thence S 77°17'04" W, a distance of 78.71 feet; thence N 80°09'20" W, a distance of 71.37 feet; thence N 78°04'45" W, a distance of 183.83 feet; thence S 42°53'46" W, a distance of 40.40 feet; thence S 26°15'50" W, a distance of 80.34 feet to the Point of Beginning.

LSS-331
2016ANE02122

CONSERVATION EASEMENT 4A (2.92 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said Proposed 81 foot Roadway and on the arc of said curve, for the next 8 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 13°58'04"; thence on the arc of said curve, a distance of 355.80 feet said arc being subtended by a chord which bears S 49°07'20" E, a distance of 354.92 feet to a point on the Northerly line of Nassau A1A Tract - North of those lands described in Official Record Book 1271, Page 897 of the Public Records of Nassau County, Florida said point also being on a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 0°54'31"; thence continue on the arc of said curve, a distance of 23.15 feet said arc being subtended by a chord which bears S 56°33'38" E, a distance of 23.15 feet to the curves end; thence S 57°00'53" E, a distance of 107.45 feet to the Point of Beginning; thence N 37°13'26" E, a distance of 138.19 feet; thence N 53°12'22" E, a distance of 84.10 feet; thence N 72°29'05" E, a distance of 118.45 feet; thence

N 81°59'57" E, a distance of 128.08 feet; thence N 73°07'53"E, a distance of 290.78 feet; thence N 69°25'51"E, a distance of 210.67 feet to a point on the Westerly line of a Proposed Trail Easement; thence on said Westerly line, S 33°15'25" E. a distance of 158.77 feet; thence departing said Westerly line, S 82°57'37" W, a distance of 20.29 feet; thence S 81°38'06" W, a distance of 112.70 feet; thence S 59°50'30" W, a distance of 59.74 feet; thence S 45°56'46" W, a distance of 91.67 feet; thence N 78°51'59" W, a distance of 126.84 feet; thence S 66°37'31" W, a distance of 46.27 feet; thence S 51°42'45" W, a distance of 85.19 feet; thence S 31°52'35" W, a distance of 53.35 feet; thence S 77°17'04" W, a distance of 78.71 feet; thence N 80°09'20" W, a distance of 71.37 feet; thence N 78°04'45" W, a distance of 183.83 feet; thence S 42°53'46" W, a distance of 40.40 feet; thence S 26°15'50" W, a distance of 80.34 feet; thence N 57°00'53" W, a distance of 62.20 feet to the Point of Beginning.

LSS-339
2016ANE02122

CONSERVATION EASEMENT 4B (1.94 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said Proposed 81 foot Roadway and on the arc of said curve, for the next 8 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 13°58'04"; thence on the arc of said curve, a distance of 355.80 feet said arc being subtended by a chord which bears S 49°07'20" E, a distance of 354.92 feet to a point on the Northerly line of Nassau A1A Tract – North of those lands described in Official Record Book 1271, Page 897 of the Public Records of Nassau County, Florida said point also being on a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 0°54'31"; thence continue on the arc of said curve, a distance of 23.15

feet said arc being subtended by a chord which bears S 56°33'38" E, a distance of 23.15 feet to the curves end; thence S 57°00'53" E, a distance of 107.45 feet; thence N 37°13'26" E, a distance of 138.19 feet; thence N 53°12'22" E, a distance of 84.10 feet; thence N 72°29'05" E, a distance of 118.45 feet; thence N 81°59'57" E, a distance of 128.08 feet; thence N 73°07'53" E, a distance of 290.78 feet; thence N 69°25'51" E, a distance of 210.67 feet to a point on the Westerly line of a Proposed Trail Easement; thence N 66°48'49" E, a distance of 15.23 feet to a point on the Easterly line of said Proposed Trail Easement and the Point of Beginning; thence N 59°24'57" E, a distance of 176.01 feet; thence N 37°15'56" E, a distance of 36.24 feet; thence N 82°53'04" E, a distance of 54.36 feet; thence N 47°47'37" E, a distance of 152.43 feet; thence S 89°26'35" E, a distance of 140.78 feet; thence N 72°11'48" E, a distance of 307.61 feet; thence N 76°54'29" E, a distance of 109.43 feet; thence N 84°43'04" E, a distance of 129.04 feet; thence N 87°17'54" E, a distance of 68.73 feet; thence S 12°31'43" W, a distance of 37.53 feet; thence S 79°12'26" W, a distance of 90.20 feet; thence S 80°51'47" W, a distance of 69.77 feet; thence S 22°43'55" W, a distance of 15.99 feet; thence S 79°13'46" W, a distance of 40.70 feet; thence N 67°57'20" W, a distance of 50.51 feet; thence S 81°18'31" W, a distance of 90.36 feet; thence S 66°21'30" W, a distance of 88.30 feet; thence S 51°30'00" W, a distance of 61.79 feet; thence S 63°53'40" W, a distance of 116.09 feet; thence N 69°46'31" W, a distance of 52.73 feet; thence S 73°48'38" W, a distance of 84.06 feet; thence S 58°23'34" W, a distance of 79.50 feet; thence S 28°48'39" W, a distance of 59.44 feet; thence S 43°00'48" W, a distance of 97.25 feet; thence S 04°33'08" W, a distance of 62.22 feet; thence S 49°09'49" W, a distance of 41.27 feet; thence S 60°41'56" W, a distance of 56.52 feet; thence S 82°57'37" W, a distance of 28.49 feet to a point on the aforesaid Easterly line of a Proposed Trail Easement; thence on said Easterly line, N 33°15'25" W, a distance of 163.49 feet to the Point of Beginning.

LESS AND EXCEPT (0.01 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said Proposed 81 foot Roadway and on the arc of said curve, for the next 8 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having

a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 13°58'04"; thence on the arc of said curve, a distance of 355.80 feet said arc being subtended by a chord which bears S 49°07'20" E, a distance of 354.92 feet to a point on the Northerly line of Nassau A1A Tract – North of those lands described in Official Record Book 1271, Page 897 of the Public Records of Nassau County, Florida said point also being on a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 0°54'31"; thence continue on the arc of said curve, a distance of 23.15 feet said arc being subtended by a chord which bears S 56°33'38" E, a distance of 23.15 feet to the curves end; thence S 57°00'53" E, a distance of 107.45 feet; thence N 37°13'26" E, a distance of 138.19 feet; thence N 53°12'22" E, a distance of 84.10 feet; thence N 72°29'05" E, a distance of 118.45 feet; thence N 81°59'57" E, a distance of 128.08 feet; thence N 73°07'53" E, a distance of 290.78 feet; thence N 69°25'51" E, a distance of 210.67 feet to a point on the Westerly line of a Proposed Trail Easement; thence N 66°48'49" E, a distance of 15.23 feet to a point on the Easterly line of said Proposed Trail Easement; thence N 59°24'57" E, a distance of 176.01 feet; thence N 37°15'56" E, a distance of 36.24 feet; thence N 82°53'04" E, a distance of 54.36 feet; thence N 47°47'37" E, a distance of 152.43 feet; thence S 89°26'35" E, a distance of 140.78 feet; thence N 72°11'48" E, a distance of 307.61 feet; thence N 76°54'29" E, a distance of 109.43 feet; thence N 84°43'04" E, a distance of 129.04 feet; thence N 87°17'54" E, a distance of 55.35 feet to the Point of Beginning; thence continue N 87°17'54" E, a distance of 13.38 feet; thence S 12°31'43" W, a distance of 37.53 feet; thence S 79°12'26" W, a distance of 21.71 feet; thence N 21°53'00" E, a distance of 43.18 feet to the Point of Beginning.

LSS-340
2018ANE00227

CONSERVATION EASEMENT A6 (0.26 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 2703.04 feet; thence departing said North line, S 00°46'33" E, a distance of 387.32 feet to the Point of Beginning; thence N 59°09'00" E, a distance of 91.52 feet; thence S 89°26'35" E, a distance of 114.72 feet; thence S 47°47'37" W, a distance of 152.43 feet; thence S 82°53'04" W, a distance of 43.68 feet; thence N 30°51'00" W, a distance of 72.22 feet to the Point of Beginning.

LSS-341
2016ANE02121

CONSERVATION EASEMENT 2 (15.50 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East and being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 39°10'59"; thence departing said South line and on said Southeasterly Right of Way line and on the arc of said curve, for the next 3 courses, a distance of 997.09 feet said arc being subtended by a chord which bears N 60°43'31" E, a distance of 977.77 feet to the curves end; thence N 80°19'01" E, a distance of 158.56 feet to the beginning of a curve, concave Northwest, having a radius of 1542.00 feet and a central angle of 6°28'49"; thence on the arc of said curve, a distance of 174.41 feet said arc being subtended by a chord which bears N 77°04'36" E, a distance of 174.31 feet to the Point of Beginning; thence continue on said Southeasterly Right of Way line and on the arc of said curve, a distance of 89.76 and a central angle of 3°20'07", said arc being subtended by a chord which bears N 72°10'08" E, a distance of 89.75 feet; thence departing said Southeasterly Right of Way line, S 58°25'42" E, a distance of 77.99 feet; thence S 53°44'22" E, a distance of 112.07 feet; thence S 67°56'27" E, a distance of 125.86 feet; thence N 74°02'38" E, a distance of 107.86 feet, thence N 41°25'50" E, a distance of 98.53 feet; thence N 06°55'49" E, a distance of 88.22 feet; thence N 23°22'25" W, a distance of 67.03 feet; thence N 12°17'33" W, a distance of 67.70 feet; thence N 38°23'20" W, a distance of 45.73 feet to a point on the aforesaid Southeasterly Right of Way line and on a curve, concave Northwest, having a radius 1542.00 feet and a central angle of 1°16'22"; thence on the arc of said curve, for the next 3 courses a distance of 34.25 feet said arc being subtended by a chord which bears N 53°44'00" E, a distance of 34.25 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 22°37'27"; thence on the arc of said curve, a distance of 575.71 feet said arc being subtended by a chord which bears N 64°24'32" E, a distance of 571.98 feet to the curves end; thence departing said Southeasterly Right of Way line, S 21°35'51" E, a distance of 325.07 feet, thence S 25°07'16" E, a distance of 153.70 feet; thence S 62°53'03" W, a distance of 413.21 feet; thence S 65°10'07" W, a distance of 258.63 feet; thence S 51°53'01" W, a distance of 398.81 feet; thence S 53°28'10" W, a distance of 140.60 feet; thence S 46°54'32" W, a distance of 147.26 feet; thence N 84°07'30" W, a distance of 77.24 feet; thence N 56°42'39" W, a distance of 136.64 feet, thence N 43°35'05" W, a distance of 109.02

feet; thence N 29°09'38" W, a distance of 114.70 feet; thence N 01°35'14" W, a distance of 139.65 feet; thence N 28°10'35" E, a distance of 139.33 feet, thence N 75°52'46" E, a distance of 76.35 feet; thence N 41°36'24" E, a distance of 146.29 feet to the Point of Beginning.

LESS AND EXCEPT Pond Tract 13, designated as Pond 13 Drainage Easement on Plat of Nassau - Wildlight Phase 1C-2, recoded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida, which was conveyed to the East Nassau Stewardship District by Special Warranty Deed from Wildlight LLC, dated July 6, 2022, and recorded in OR Book 2576, Page 328.

LSS-349
2017ANE00600

CONSERVATION EASEMENT "G" (4.95 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 90 foot Roadway (90 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line of said Proposed 90 foot Roadway and on the arc of said curve, for the next 2 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 366.85 feet to a point on the Easterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said Southeasterly Right of Way line and on said Easterly Right of Way line for the next 5 courses, S 46°38'41" E, a distance of 396.54 feet to the beginning of a curve, concave Northeast, having a radius of 3779.50 feet and a central angle of 9°00'40"; thence on the arc of said curve, a distance of 594.42 feet said arc being subtended by a chord which bears S 51°09'01" E, a distance of 593.81 feet to the curves end; thence S 34°20'39" W, a distance of 1.46 feet to a point on a curve, concave Northeast, having a radius of 3781.00 feet and a central angle of 1°21'32"; thence on the arc of said curve, a distance of 89.68 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 89.68 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet; thence departing said Easterly Right of Way line, S 32°59'07" W, a distance 81.00 feet to a point on the Westerly Right of Way line of the aforesaid Proposed 81 foot Roadway and the Point of Beginning; thence departing said Westerly Right of Way line, S 32°59'07" W, a distance of 59.72 feet; thence S 12°57'19" W, a

distance of 69.42 feet; thence S 84°11'10" W, a distance of 97.15 feet; thence S 34°11'08" W, a distance of 108.34 feet; thence N 72°56'26" W, a distance of 29.97 feet; thence S 34°11'08" W, a distance of 40.07 feet; thence S 38°41'19" E, a distance of 29.97 feet; thence S 34°11'08" W, a distance of 171.22 feet; thence S 72°31'46" W, a distance of 12.29 feet; thence N 30°12'06" W, a distance of 113.5 feet; thence N 28°39'13" W, a distance of 166.00 feet; thence N 30°52'05" W, a distance of 126.82 feet; thence N 26°37'27" W, a distance of 106.03 feet; thence N 21°14'18" W, a distance of 125.46 feet; thence N 56°12'50" E, a distance of 22.09 feet; thence N 72°01'51" E, a distance of 91.10 feet; thence N 44°50'02" E, a distance of 132.43 feet to a point on the aforesaid Westerly Right of Way line of a Proposed 81 foot Roadway said point being on a curve, concave Northeast, having a radius of 3862.00 feet and a central angle of 1°21'32"; thence on said Westerly Right of Way line and on the arc of said curve for the next 2 courses, a distance of 91.60 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 91.60 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet to the Point of Beginning.

LESS & EXCEPT LSS3160 - LSP-1237 Trail Easement B (0.90 Ac.)

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 Southwesterly corner of Wildlight Avenue (78 foot Right of Way) as shown on Plat of Market Street Office Site as recorded in Plat Book 8, Pages 156, 157, 158, 159 and 160 of the Public Records of Nassau County, Florida; thence on the Westerly Right of Way line of Wildlight Avenue (81 foot Right of Way) for the next 5 courses, S 32°59'07" W, a distance of 3.00 feet; thence N 57°00'53" W, a distance of 436.40 feet to the beginning of a curve, concave Northeast, having a radius of 3862.00 feet and a central angle of 0°59'17"; thence on the arc of said curve, a distance of 66.60 feet said arc being subtended by a chord which bears N 56°31'15" W, a distance of 66.60 feet to the Point of Beginning; thence departing said Westerly Right of Way line, S 34°0'39" W, a distance of 2.38 feet; thence S 44°50'02" W, a distance of 140.77 feet; thence S 72°01'51" W, a distance of 93.67 feet; thence S 56°12'50" W, a distance of 24.19 feet to a point on the Westerly line of Conservation Easement "G" as recorded in Official Record Book 2158, Page 1983 of the Public Records of Nassau County, Florida; thence on said Westerly line for the next 5 courses, S 21°14'18" E, a distance of 99.84 feet; thence S 26°37'27" E, a distance of 106.03 feet; thence S 30°52'05" E, a distance of 126.82 feet; thence S 28°39'13" E, a distance of 166.00 feet; thence S 30°12'06" E, a distance of 113.50 feet to a point on the Westerly line of Tract "A" of East Nassau - Wildlight Phase 1a as recorded in Plat Book 8, Pages 203-213 of the Public Records of Nassau County, Florida; thence departing said Westerly line and on said Westerly line, S 72°31'46" W, a distance of 22.07 feet to the Southeast corner of Conservation Easement "H" as recorded in said Official Record Book 2158, Page 1983; thence departing said Westerly line and on the Easterly of said Conservation Easement "H" for the next 4 courses, N 29°56'40" W, a distance of 142.03 feet; thence N 29°08'26" W, a distance of 376.39 feet; thence N 35°50'13" W, a distance of 22.23 feet; thence

N 17°47'08" W, a distance of 91.18 feet to the Northeast corner of said Conservation Easement "H"; thence departing said Easterly line and on the Westerly prolongation of the North line of aforesaid Conservation Easement "G" and on the said North line of Conservation Easement "G" for the next 3 courses, N 56°12'50" E, a distance of 47.81 feet; thence N 72°01'51" E, a distance of 91.10 feet; thence N 44°50'02" E, a distance of 132.43 feet to the beginning of a curve, concave Northeast, having a radius of 3862.00 feet and a central angle of 0°22'15"; thence on the arc of said curve, a distance of 25.00 feet said arc being subtended by a chord which bears S 55°50'29" E, a distance of 25.00 feet to the Point of Beginning.

LSS-358
2017ANE00600

CONSERVATION EASEMENT "D" (1.16 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 90 foot Roadway (90 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line of said Proposed 90 foot Roadway and on the arc of said curve, for the next 2 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 366.85 feet to a point on the Easterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said Southeasterly Right of Way line for the next 5 courses, S 46°38'41" E, a distance of 396.54 feet to the beginning of a curve, concave Northeast, having a radius of 3779.50 feet and a central angle of 9°00'40"; thence on the arc of said curve, a distance of 594.42 feet said arc being subtended by a chord which bears S 51°09'01" E, a distance of 593.81 feet to the curves end; thence S 34°20'39" W, a distance of 1.46 feet to a point on a curve, concave Northeast, having a radius of 3781.00 feet and a central angle of 1°21'32"; thence on the arc of said curve, a distance of 89.68 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 89.68 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet to the Point of Beginning; thence N 32°59'07" E, a distance of 1.50 feet; thence S 88°09'19" E, a distance of 51.91 feet; thence N 54°08'46" E, a distance of 44.59 feet; thence N 13°24'35" E, a distance of 34.26 feet; thence N 63°21'15" E, a distance of 44.92 feet; thence N 39°54'02" E, a distance of 64.70 feet; thence N 81°27'53" E, a distance of 91.05 feet; thence N 65°45'01" E, a distance of 56.27 feet; thence S 88°16'23" E, a distance of 37.88 feet; thence N 39°13'01" E, a distance of 112.75 feet; thence N 55°08'36" E, a distance

of 48.92 feet; thence N 34°48'42" E, a distance of 65.79 feet; thence N 18°48'31" E, a distance of 124.04 feet; thence N 52°03'00" E, a distance of 81.57 feet; thence S 54°29'53" E, a distance of 48.03 feet; thence S 08°56'30" E, a distance of 66.05 feet; thence S 71°50'03" E, a distance of 104.75 feet; thence N 44°42'29" E, a distance of 62.04 feet; thence N 16°02'54" E, a distance of 57.69 feet; thence N 38°32'35" E, a distance of 55.91 feet; thence N 67°07'37" E, a distance of 68.68 feet; thence N 89°03'59" E, a distance of 60.72 feet; thence S 48°59'51" E, a distance of 42.95 feet; thence S 84°38'45" E, a distance of 52.77 feet; thence N 79°28'10" E, a distance of 102.14 feet; thence N 61°09'33" E, a distance of 57.10 feet; thence N 42°27'48" E, a distance of 63.46 feet; thence N 67°04'03" E, a distance of 175.82 feet; thence S 16°20'10" W, a distance of 77.84 feet to the beginning of a curve, concave Northeast, having a radius of 332.50 feet and a central angle of 8°13'35"; thence on the arc of said curve, a distance of 47.74 feet said arc being subtended by a chord which bears S 24°42'10" W, a distance of 47.70 feet to the curves end; thence N 72°30'30" W, a distance of 128.87 feet; thence S 37°32'12" W, a distance of 69.04 feet; thence S 17°33'13" W, a distance of 47.59 feet; thence N 82°32'07" W, a distance of 88.50 feet; thence N 86°30'34" W, a distance of 88.50 feet; thence S 89°30'59" W, a distance of 88.50 feet; thence S 85°32'32" W, a distance of 88.50 feet; thence S 05°53'13" E, a distance of 120.00 feet; thence S 81°27'05" W, a distance of 83.40 feet; thence S 77°20'10" W, a distance of 83.40 feet; thence N 13°33'19" W, a distance of 29.41 feet; thence N 36°45'14" W, a distance of 13.39 feet; thence N 83°09'03" W, a distance of 13.39 feet; thence S 73°39'02" W, a distance of 102.6 feet; thence S 53°00'27" W, a distance of 12.14 feet; thence S 11°02'36" W, a distance of 12.14 feet; thence S 01°29'21" W, a distance of 28.40 feet; thence S 70°51'23" W, a distance of 50.19 feet; thence S 54°41'07" W, a distance of 92.24 feet; thence S 39°13'01" W, a distance of 113.54 feet; thence N 88°16'23" W, a distance of 38.66 feet; thence S 65°45'01" W, a distance of 62.40 feet; thence S 06°30'39" W, a distance of 18.07 feet; thence S 70°01'59" W, a distance of 22.72 feet; thence S 57°09'51" W, a distance of 150.42 feet; thence S 45°04'29" W, a distance of 31.00 feet; thence S 34°51'56" W, a distance of 46.38 feet; thence N 57°00'53" W, a distance of 15.00 feet; thence N 34°51'56" E, a distance of 5.00 feet; thence N 57°00'53" W, a distance of 30.00 feet; thence S 34°51'56" W, a distance of 15.01 feet to a point on the Easterly Right of Way line of a Proposed 78 foot Roadway (78 foot Right of Way); thence on said Easterly Right of Way line, N 57°00'53" W, a distance of 25.97 feet to the Point of Beginning.

LSS-717
2017ANE00595

CONSERVATION EASEMENT "B" (6.50 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a 81 foot Roadway Parcel "A" (81 foot Right of Way) as recorded in Official Record Book 1981, Page 163 of the Public records of Nassau County, Florida, said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said 81 foot Roadway and on the Easterly Right of Way line of a 81 foot Roadway Parcel "B" (81 foot Right of Way) of those lands described in Official Record Book 1981, Page 163 of the Public Records of Nassau County, Florida and on the arc of said curve, for the next 7 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 14°52'36"; thence on the arc of said curve, a distance of 378.95 feet said arc being subtended by a chord which bears S 49°34'35" E, a distance of 377.89 feet; thence S 57°00'53" E, a distance of 632.22 feet; thence departing said Easterly Right of Way line of a 81 foot Roadway Parcel "B", S 88°09'19" E, a distance of 51.91 feet; thence N 54°08'46" E, a distance of 44.59 feet; thence N 13°24'35" E, a distance of 34.26 feet; thence N 63°21'15" E, a distance of 44.92 feet; thence N 39°54'02" E, a distance of 64.70 feet; thence N 81°27'53" E, a distance of 91.05 feet; thence N 65°45'01" E, a distance of 56.27 feet; thence S 88°16'23" E, a distance of 37.88 feet; thence N 39°13'01" E, a distance of 112.75 feet; thence N 55°08'36" E, a distance of 48.92 feet; thence N 34°48'42" E, a distance of 65.79 feet; thence N 18°48'32" E, a distance of 124.04 feet; thence N 52°02'57" E, a distance of 14.08 feet to a point on the Westerly line of a Proposed 15 foot Trail Easement; thence N 52°02'59" E, a distance of 15.05 feet to a point on the Easterly line of said Proposed 15 foot Trail Easement and the Point of Beginning; thence N 52°03'00" E, a distance of 52.44 feet; thence S 54°29'53" E, a distance of 48.03 feet; thence S 08°56'30" E, a distance of 66.05 feet; thence S 71°50'03" E, a distance of 104.75 feet; thence N 44°42'29" E, a distance of 62.04 feet; thence N 16°02'54" E, a distance of 57.69 feet; thence N 38°32'35" E, a distance of 55.91 feet; thence N 67°07'37" E, a distance of 68.68 feet; thence N 89°03'59" E, a distance of 60.72 feet; thence S 48°59'51" E, a distance of 42.95 feet; thence S 84°38'45" E, a distance of 52.77 feet; thence N 79°28'10" E, a distance of 102.14 feet; thence N 61°09'33" E, a distance of 57.10 feet; thence N 42°27'48" E, a distance of 63.46 feet; thence N 67°04'03" E, a distance of 175.82 feet; thence N 16°20'10" E, a distance of 327.15 feet to a point on the Southerly line of Conservation Easement 4B; thence on said Southerly line for the next 18 courses, S 79°12'26" W, a distance of 90.20 feet; thence S 80°51'47" W, a distance of 69.77 feet; thence S 22°43'55" W, a distance of 15.99 feet; thence S 79°13'46" W, a distance of

40.70 feet; thence N 67°57'20" W, a distance of 50.51 feet; thence S 81°18'31" W, a distance of 90.36 feet; thence S 66°21'30" W, a distance of 88.30 feet; thence S 51°30'00" W, a distance of 61.79 feet; thence S 63°53'40" W, a distance of 116.09 feet; thence N 69°46'31" W, a distance of 52.73 feet; thence S 73°48'38" W, a distance of 84.06 feet; thence S 58°23'34" W, a distance of 79.50 feet; thence S 28°48'39" W, a distance of 59.44 feet; thence S 43°00'48" W, a distance of 97.25 feet; thence S 04°33'08" W, a distance of 62.22 feet; thence S 49°09'49" W, a distance of 41.27 feet; thence S 60°41'56" W, a distance of 56.52 feet; thence S 82°57'37" W, a distance of 28.49 feet to a point on the aforesaid Easterly line of a Proposed 15 foot Trail Easement; thence on said Easterly line, S 33°15'25" E, a distance of 71.23 feet to the Point of Beginning.

LESS AND EXCEPT LSS721 - LSP1574 - Recreation and/or Community Amenity Tract 8, containing 0.45 acre as shown and delineated on Plat of East Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida.

LSS-719
2018ANE00227

CONSERVATION EASEMENT A7 (0.10 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 3432.97 feet; thence departing said North line, S 00°46'33" E, a distance of 235.23 feet to the Point of Beginning; thence N 72°12'00" E, a distance of 220.83 feet; thence S 21°53'00" W, a distance of 55.70 feet; thence S 87°17'54" W, a distance of 55.35 feet; thence S 84°43'04" W, a distance of 129.04 feet; thence S 76°54'29" W, a distance of 5.87 feet to the Point of Beginning.

LSS-817
2020ANE00809

Conservation Easement 4B (2.65 Ac.)

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 6085.39 feet; thence departing said North line, S 00°46'33" E, a distance of 319.64 feet to the Point of Beginning; thence S 34°31'52" E, a distance of 263.26 feet; thence S 63°13'56" W, a distance of 52.47 feet; thence S 05°38'48" W, a distance of 45.91 feet; thence S 24°24'42" E, a distance of 58.63 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 89°50'48"; thence on the arc of said curve, a distance of 39.20 feet said arc being subtended by a chord which bears S 20°30'42" W, a distance of 35.31 feet to the curves end; thence S 65°26'05" W, a distance of 78.11 feet; thence S 80°13'16" W, a distance of 12.76 feet; thence N 84°59'33" W, a distance of 56.38 feet; thence N 78°19'32" W, a distance of 47.90 feet; thence S 57°11'25" W, a distance of 73.12 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and central angle of 90°53'40"; thence on the arc of said curve, a distance of 39.66 feet said arc being subtended by a chord which bears N 77°21'46" W, a distance of 35.63 feet to the curves end; thence N 31°54'56" W, a distance of 56.10 feet; thence S 86°29'39" W, a distance of 76.51 feet; thence S 45°13'31" W, a distance of 18.72 feet; thence N 44°46'29" W, a distance of 3.41 feet to the beginning of a curve, concave Southeast, having a radius of 1065.00 feet and central angle of 24°48'33"; thence on the arc of said curve, a distance of 461.14 feet said arc being subtended by a chord which bears N 31°06'22" E, a distance of 457.55 feet to the beginning of a curve, concave Northerly, having a radius of 180.00 feet and central angle of 18°42'44"; thence on the arc of said curve, a distance of 58.79 feet said arc being subtended by a chord which bears N 89°26'58" E, a distance of 58.53 feet to the Point of Beginning.

LSS-835
2020ANE00809

Conservation Easement 4C (16.13 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, S 89°13'27" W, a distance of 6443.42 feet; thence departing said South line, N 00°46'33" W, a distance of 737.30 feet to the Point of Beginning; thence S 69°12'54" W, a distance of 73.21 feet; thence S 48°12'38" W, a distance of 99.20 feet; thence S 58°17'36" W, a distance of 86.21 feet; thence S 09°47'00" E, a distance of 69.52 feet; thence S 28°24'45" W, a distance of 123.08 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 97°05'34"; thence on the arc of said curve, a distance of 42.36 feet said arc being subtended by a chord which bears S 76°57'32" W, a distance of 37.47 feet to the curves end; thence N 54°29'41" W,

a distance of 51.24 feet; thence S 35°00'40" W, a distance of 47.45 feet; thence S 07°43'04" W, a distance of 80.31 feet; thence S 17°53'16" W, a distance of 79.44 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 85°42'01"; thence on the arc of said curve, a distance of 37.39 feet said arc being subtended by a chord which bears S 60°44'17" W, a distance of 34.00 feet to the curves end; thence N 76°24'43" W, a distance of 58.29 feet; thence S 39°47'58" W, a distance of 57.61 feet; thence S 24°25'19" W, a distance of 129.63 feet; thence N 33°43'05" W, a distance of 227.92 feet; thence N 31°56'51" W, a distance of 264.95 feet; thence N 28°44'36" W, a distance of 71.60 feet; thence N 31°39'28" W, a distance of 355.18 feet; thence S 64°40'36" E, a distance of 288.74 feet; thence N 47°29'22" E, a distance of 2.45 feet; thence N 47°29'22" E, a distance of 86.57 feet; thence N 40°54'52" E, a distance of 68.18 feet; thence N 62°06'27" E, a distance of 187.99 feet to the beginning of curve, concave Northerly, having a radius of 1563.00 feet and central angle of 4°29'56"; thence on the arc of said curve, a distance of 122.73 feet said arc being subtended by a chord which bears S 87°34'20" E, a distance of 122.69 feet to the curves end; thence S 89°49'18" E, a distance of 323.36 feet to the beginning of a curve, concave Northerly, having a radius of 2063.00 feet and central angle of 9°49'29"; thence on the arc of said curve, a distance of 353.75 feet said arc being subtended by a chord which bears N 85°15'58" E, a distance of 353.32 feet to the curves end; thence N 80°21'13" E, a distance of 386.03 feet; thence N 81°27'27" E, a distance of 68.66 feet; thence S 07°52'24" E, a distance of 77.17 feet; thence S 27°26'13" W, a distance of 112.58 feet; thence S 38°42'44" W, a distance of 111.72 feet; thence S 26°45'02" W, a distance of 58.43 feet; thence S 16°58'47" E, a distance of 113.49 feet; thence S 05°35'07" E, a distance of 67.38 feet; thence S 30°03'40" W, a distance of 67.78 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 89°36'35"; thence on the arc of said curve, a distance of 39.10 feet said arc being subtended by a chord which bears S 74°51'58" W, a distance of 35.23 feet to the curves end; thence N 60°19'44" W, a distance of 92.63 feet; thence N 60°56'45" W, a distance of 75.44 feet; thence N 65°35'10" W, a distance of 107.63 feet; thence S 64°07'26" W, a distance of 74.26 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and central angle of 74°08'23"; thence on the arc of said curve, a distance of 32.35 feet said arc being subtended by a chord which bears N 78°48'23" W, a distance of 30.14 feet to the curves end; thence N 41°44'12" W, a distance of 91.92 feet; thence N 38°05'45" W, a distance of 89.68 feet; thence N 64°50'23" W, a distance of 36.14 feet; thence N 87°17'10" W, a distance of 60.73 feet to the Point of Beginning.

LSS855
2018ANE00227

CONSERVATION EASEMENT A1-B (2.57 Ac.)

A parcel of land, 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 Mill

Grant, Section 50, Township 3 North, Range 27 East, all in Nassau County, Florida, containing 2.57 acres, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, N 89°13'27" E, a distance of 251.41 feet to a point on the Southeasterly line of Conservation Easement A1 as recorded in Official Record Book 2215, Page 1508 of the public records of Nassau County, Florida the Point of Beginning; thence departing said South line and on said Southeasterly line for the next 3 courses, N 48°29'04" W, a distance of 67.95 feet; thence N 31°49'53" W, a distance of 86.02 feet; thence N 38°02'38" W, a distance of 42.06 feet; thence departing said Southeasterly line, N 61°07'39" E, a distance of 204.04 feet to the beginning of a curve, concave Southwest, having a radius of 25.00 feet and a central angle of 83°13'06"; thence on the arc of said curve, a distance of 36.31 feet said arc being subtended by a chord which bears S 77°15'48" E, a distance of 33.20 feet to the curves end; thence S 35°39'15" E, a distance of 227.25 feet to the beginning of a curve, concave Northeast, having a radius of 1565.00 feet and a central angle of 9°09'00"; thence on the arc of said curve, a distance of 249.93 feet said arc being subtended by a chord which bears S 40°13'45" E, a distance of 249.66 feet to the curves end; thence S 50°59'38" W, a distance of 5.86 feet; thence S 46°38'41" E, a distance of 261.35 feet; thence S 64°40'38" W, a distance of 28.56 feet to a point on the aforesaid Southeasterly line; thence on said Southeasterly line for the next 4 courses, N 66°25'10" W, a distance of 22.16 feet; thence N 60°41'33" W, a distance of 161.45 feet; thence N 63°26'56" W, a distance of 202.68 feet; thence N 56°59'37" W, a distance of 138.00 feet; thence N 48°29'04" W, a distance of 112.35 feet to the Point of Beginning.

LSS856
2018ANE00227

CONSERVATION EASEMENT A1-A (1.76 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill 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, containing 1.76 acres, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the West line of said Section 50, N 01°09'44" W, a distance of 208.54 feet to a point on the Southeasterly line of Conservation Easement A1 as recorded in Official Record Book 2215, Page 1508 of the public records of Nassau County, Florida; thence on said Southeasterly line, N 80°13'15" E, a distance of 59.77 feet to the Point of Beginning; thence continue on said Southeasterly line for the next 3 courses, N 05°19'58" E, a distance of 50.12 feet; thence N 21°51'25" W, a distance of 205.51 feet; thence N 15°50'39" W, a distance of 186.66

feet; thence departing said Southeasterly line, N 55°27'59" E, a distance of 103.04 feet to the beginning of a curve, concave Northeast, having a radius of 1265.00 feet and a central angle of 1°07'15"; thence on the arc of said curve, a distance of 24.74 feet said arc being subtended by a chord which bears S 35°05'38" E, a distance of 24.74 feet to the curves end; thence S 35°39'15" E, a distance of 399.72 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and a central angle of 96°46'27"; thence on the arc of said curve, a distance of 42.23 feet said arc being subtended by a chord which bears S 12°43'58" W, a distance of 37.38 feet to the curves end; thence S 61°07'12" W, a distance of 179.42 feet; thence S 76°36'35" W, a distance of 45.18 feet to the Point of Beginning.

LSS-862
2016ANE02121

CONSERVATION EASEMENT 1 (21.75 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, N 89°13'27" E, a distance of 1064.37 feet to a point on the Northwesterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said South line and on said Northwesterly Right of Way line for the next 2 courses, N 40°57'47" E, a distance of 67.93 feet to a point being on a curve, concave Southeast, having a radius of 1539.00 feet and a central angle of 16°23'55"; thence on the arc of said curve, a distance of 440.48 feet said arc being subtended by a chord which bears N 49°09'44" E, a distance of 438.97 feet to the Southwest corner of Proposed School Site; thence departing said Northwesterly Right of Way line and on the Westerly line of said Proposed School Site for the next 3 courses, N 47°17'21" W, a distance of 343.20 feet; thence N 75°33'39" W, a distance of 186.91 feet; thence N 25°47'37" E, a distance of 113.92 feet to on the Northerly line of said Proposed School Site and the Point of Beginning; thence departing said Westerly line and on said Northerly line and on the Easterly line of said Proposed School Site for the next 35 courses, N 84°05'09" E, a distance of 119.09 feet; thence N 63°45'37" E, a distance of 126.50 feet; thence N 40°10'13" E, a distance of 220.49 feet; thence N 62°54'02" E, a distance of 56.34 feet; thence N 18°47'38" E, a distance of 65.27 feet; thence N 35°42'80" W, a distance of 32.12 feet; thence N 52°44'07" E, a distance of 58.53 feet; thence S 60°24'13" E, a distance of 70.38 feet thence N 69°44'16" E, a distance of 111.69 feet; thence S 87°24'42" E, a distance of 66.18 feet; thence N 62°42'01" E, a distance of 189.42 feet; thence N 42°13'17" W, a distance of 94.35 feet thence N 61°27'48" E, a distance of 222.30 feet; thence N 21°06'17" W, a distance of 51.44 feet thence S 70°56'01" E, a distance of 71.65 feet; thence N 61°00'12" E, a distance of 79.83 feet; thence N 79°00'09" E, a distance of 93.64 feet thence N 26°49'22" W, a distance of 118.58 feet, thence N 58°50'25" E, a

distance of 168.18 feet; thence S 13°42'57" E, a distance of 60.34 feet; thence S 47°22'55" E, a distance of 108.03 feet; thence S 12°55'18" E, a distance of 70.78 feet; thence S 44°29'12" E, a distance of 59.65 feet; thence S 82°49'32" E, a distance of 46.38 feet; thence S 44°38'23" E, a distance of 65.30 feet; thence N 52°23'10" E, a distance of 210.62 feet; thence N 73°34'27" E, a distance of 57.05 feet thence S 52°06'44" E, a distance of 89.60 feet; thence S 04°27'35" E, a distance of 98.76 feet; thence S 35°42'37" E, a distance of 103.57 feet; thence N 79°16'28" E, a distance of 40.50 feet thence S 36°33'24" E, a distance of 44.28 feet; thence S 08°08'48" W, a distance of 135.24 feet; thence S 20°05'25" W, a distance of 60.49 feet; thence S 00°33'07" W, a distance of 49.09 feet to a point on the aforesaid Northwesterly Right of Way line of a Proposed 81 foot Roadway and said point being on a curve, concave Southeast, having a radius 1539.00 feet and a central angle of 10°25'18"; thence on said Northwesterly Right of Way line and on the arc of said curve, a distance of 279.93 feet said arc being subtended by a chord which bears N 65°40'05" E, a distance of 279.55 feet to the curves end; thence departing said Northwesterly Right of Way line, N 10°10'20" W, a distance of 237.64 feet thence N 04°21'04" W, a distance of 322.93 feet; thence N 01°36'05" E, a distance of 354.25 feet; thence S 85°16'05" W, a distance of 879.81 feet; thence S 49°55'41" W, a distance of 1856.89 feet; thence S 51°03'46" E, a distance of 33.98 feet thence S 73°55'16" E, a distance of 79.40 feet; thence N 72°43'28" E, a distance of 63.48 feet to the Point of Beginning.

LSS864
2018ANE00227

CONSERVATION EASEMENT A4 (19.48 Ac.) as shown and delineated on Plat of East Nassau - Wildlight PDP-3 / POD 5, recorded as Instrument No. 202245009432 in Official Records Book 2546, Pages 1608 through 1613, inclusive, in the Official Records of Nassau County, Florida, and more particularly described as follows:

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, N 89°13'27" E, a distance of 904.16 feet; thence departing said South line, N 00°46'33" W, a distance of 747.04 feet to the Point of Beginning; thence N 67°26'38" W, a distance of 79.23 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and a central angle of 26°46'19"; thence on the arc of said curve, a distance of 11.68 feet said arc being subtended by a chord which bears N 54°03'29" W, a distance of 11.58 feet to the curves end; thence N 40°40'19" W, a distance of 15.46 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and a central angle of 27°30'02"; thence on the arc of said curve, a distance of 12.00 feet said arc being subtended by a chord which bears N 26°55'18" W, a distance

of 11.88 feet to the curves end; thence N 13°10'17" W, a distance of 84.92 feet; thence N 39°13'48" E, a distance of 122.41 feet; thence N 83°42'41" E, a distance of 145.25 feet; thence N 51°53'36" E, a distance of 60.99 feet; thence N 05°39'57" W, a distance of 60.28 feet; thence N 41°54'07" W, a distance of 157.67 feet; thence N 11°08'51" W, a distance of 12.80 feet; thence N 27°34'17" W, a distance of 99.78 feet; thence N 07°53'43" W, a distance of 90.96 feet; thence N 51°36'02" W, a distance of 161.3 feet; thence N 05°17'06" E, a distance of 111.56 feet; thence N 44°50'53" E, a distance of 415.6 feet; thence N 82°38'18" E, a distance of 188.58 feet; thence S 36°37'59" E, a distance of 31.60 feet; thence N 81°55'51" E, a distance of 107.98 feet; thence N 85°14'10" E, a distance of 196.25 feet; thence S 89°28'12" E, a distance of 179.40 feet; thence S 87°58'39" E, a distance of 305.18 feet; thence N 03°20'31" E, a distance of 5.05 feet; thence S 89°52'12" E, a distance of 44.31 feet; thence N 86°56'42" E, a distance of 227.53 feet; thence S 07°31'46" W, a distance of 4.49 feet; thence S 49°55'41" W, a distance of 1856.89 feet to the Point of Beginning.

DISTRICT ENGINEER'S CERTIFICATE
(IMPROVEMENTS – WILDLIGHT PDP 3, POD 4 NORTH - PORTION)

February 28, 2024

Board of Supervisors
East Nassau Stewardship District

Re: East Nassau Stewardship District (Nassau County, Florida)
Acquisition of Conservation Lands and Related Improvements
Phases 1c-1, 1c-West, 1c-2, and PDP 3 Pod 4 and Pod 5

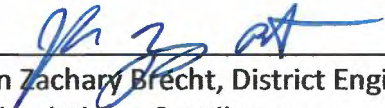
Ladies and Gentlemen:

The undersigned is a representative of England-Thims & Miller, Inc. ("**District Engineer**"), as District Engineer for the East Nassau Stewardship District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Wildlight LLC ("**Developer**") of the mobility trail improvements ("**Improvements**"), as further described in **Exhibit A** attached hereto, all as more fully described in that certain Bill of Sale ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. A Representative of England-Thims & Millers, Inc. has reviewed observable portions of the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District's *Engineers Report for Central Planning Area*, dated August 10, 2017, as amended and supplemented (together, the "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.

5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred to the District for operations and maintenance responsibilities (which transfers the Engineer consents to and ratifies).
6. Engineer further consents to any other partial or complete assignment, conveyance, or transfer of other work product, contracts, interests, rights or remedies associated with the Improvements or other matters contemplated in the Engineer's Report and required by the District in connection with the above referenced capital improvement plan, whether made prior to or after the execution of this Certificate.
7. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

FURTHER AFFIANT SAYETH NOT.



 John Zachary Brecht, District Engineer
 England-Thims & Miller, Inc.

STATE OF FLORIDA
 COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 28 day of February, 2024, by John Zachary Brecht, P.E., on behalf of England-Thims & Miller, Inc., who is personally known to me or who has produced _____ as identification, and did or did not take the oath.

GLORIA J. STEPHENS
 Notary Public, State of Florida
 My Comm. Expires 09/25/2025
 Commission No. HH151695



 (Official Notary Signature)

Name: _____
 Personally Known _____
 OR Produced Identification _____
 Type of Identification _____

[notary seal]

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS

Improvement	District Eligible Cost	Paid to Date (to Developer)	Estimated Future Requisition Amount ("Acquisition Cost")¹
Multi-Use and Mobility Trail Improvements	\$1,089,737.61	\$0	\$1,089,737.61
TOTAL COSTS	\$1,089,737.61	\$0	\$1,089,737.61

¹ Acquisition Cost includes costs associated with mobility trails which are eligible for mobility fee credit to be issued by the County ("Mobility Fee Creditable Improvement"). Payment for such Mobility Fee Creditable Improvement, if any, may further be governed by an agreement between the Developer and the District, which may reduce the estimated eligible Acquisition Cost.

TRAIL IMPROVEMENTS: All multi-use trail system infrastructure improvements, including concrete, aggregate and boardwalk hardscape features, plants, trees, timber, shrubbery, and other landscaping and related facilities constructed in and for the development of Wildlight Phase 1c-1, Phase 1c-West, Phase 1c-2, PDP 3 / Pod 4 North and PDP 3 / Pod 5, all located on portions of the real property described in the following legal description:

SR 200 BOARDWALK AND TRAIL LOCATION:

LSS-828

Conservation Easement C (109.56 Ac.)

SITE 1:

A parcel of land, 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 Mill Grant, Section 50, Township 3 North, Range 27 East, all in Nassau County, Florida and being a portion of East Nassau - Wildlight PDP 3 / Pod 4 North as recorded in Official Record Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida, and being more particularly described as follows:

Begin at the Southwest corner of East Nassau - Wildlight PDP 3 / Pod 4 North as recorded in Official Record Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida said point also being on the Northerly Right of Way line of State Road No. 200 (A1A) (184 foot Right of Way); thence on the Westerly line of said East Nassau - Wildlight PDP 3 / Pod 4 North for the next 63 courses, N 14°34'24" W, a distance of 26.17 feet; thence N 37°44'05" W, a distance of 19.94 feet; thence N 19°00'35" W, a distance of 20.68 feet; thence N 27°51'55" E, a distance of 22.98 feet; thence N 05°35'01" E, a distance of 51.12 feet; thence N 50°18'54" W, a distance of 61.48 feet; thence S 83°17'51" W, a distance of 9.53 feet; thence N 69°59'54" W, a distance of 8.68 feet; thence N 45°00'00" W, a distance of 12.94 feet; thence N 15°00'01" W, a distance of 12.94 feet; thence N 08°14'40" E, a distance of 24.44 feet; thence N 65°02'35" W, a distance of 33.83 feet; thence N 81°48'40" W, a distance of 40.47 feet; thence N 49°28'48" W, a distance of 17.14 feet; thence N 03°50'14" W, a distance of 25.32 feet; thence N 03°50'14" W, a distance of 97.07 feet; thence N 81°07'49" W, a distance of 651.34 feet; thence S 72°16'09" W, a distance of 92.45 feet to a point on a curve, concave Northeast, having a radius of 455.55 feet and a central angle of 64°10'20"; thence on the arc of said curve, a distance of 510.22 feet said arc being subtended by a chord which bears N 14°31'57" W, a distance of 483.97 feet to the curves end; thence N 17°33'13" E, a distance of 148.53 feet; thence S 64°55'33" E, a distance of 91.90 feet; thence S 74°15'37" E, a distance of 64.22 feet; thence N 78°51'30" E, a distance of 44.31 feet; thence S 13°46'00" E, a distance of 9.16 feet; thence N 76°14'00" E, a distance of 20.18 feet; thence N 90°00'00" E, a distance of 58.41 feet to a point on a curve, concave Northeast, having a radius of 282.00 feet and a central angle of 14°35'17"; thence on the arc of said curve, a distance of 71.80 feet said arc being subtended by a chord which bears S 63°05'05" E, a distance of 71.61 feet to a point of compound curvature of a curve having a radius of 207.00 feet and a central angle of 114°29'51"; thence on the arc of said curve, a distance of 413.86 feet said arc being subtended by a chord which bears N 52°22'21" E, a distance of 348.19 feet to the curves

end; thence N 04°52'34" W, a distance of 176.80 feet to the beginning of a curve, concave Southwest, having a radius of 232.00 feet and a central angle of 67°34'13"; thence on the arc of said curve, a distance of 273.60 feet said arc being subtended by a chord which bears N 38°39'41" W, a distance of 258.02 feet to the curves end; thence N 72°26'47" W, a distance of 117.42 feet; thence N 17°33'13" E, a distance of 57.96 feet; thence N 00°00'00" E, a distance of 44.09 feet; thence N 72°30'30" W, a distance of 23.52 feet; thence N 01°32'33" W, a distance of 56.38 feet; thence N 68°29'37" W, a distance of 78.54 feet; thence N 24°23'46" E, a distance of 115.28 feet; thence N 20°24'00" E, a distance of 158.48 feet; thence S 72°26'47" E, a distance of 10.00 feet; thence N 17°33'13" E, a distance of 35.00 feet; thence N 72°26'47" W, a distance of 10.00 feet; thence N 12°48'00" E, a distance of 208.82 feet; thence N 79°41'55" E, a distance of 72.83 feet; thence N 27°39'50" E, a distance of 141.02 feet; thence N 87°53'58" E, a distance of 92.75 feet; thence S 78°08'16" E, a distance of 42.28 feet; thence N 48°30'00" E, a distance of 103.12 feet; thence N 32°52'00" E, a distance of 139.06 feet; thence N 21°11'55" E, a distance of 181.26 feet; thence S 71°22'04" E, a distance of 146.28 feet; thence S 87°22'44" E, a distance of 111.52 feet; thence N 79°52'34" E, a distance of 135.74 feet; thence N 46°14'01" E, a distance of 54.25 feet; thence N 24°41'00" E, a distance of 123.84 feet to the beginning of a curve, concave Northwest, having a radius of 1746.50 feet and a central angle of 6°35'32"; thence on the arc of said curve, a distance of 200.94 feet said arc being subtended by a chord which bears N 21°23'14" E, a distance of 200.83 feet to the curves end; thence N 21°04'05" W, a distance of 9.13 feet; thence N 36°45'46" W, a distance of 75.31 feet; thence N 15°34'40" W, a distance of 60.13 feet; thence N 01°34'30" W, a distance of 154.10 feet; thence N 36°37'12" W, a distance of 37.06 feet; thence N 03°59'54" E, a distance of 228.24 feet; thence N 62°32'01" E, a distance of 79.11 feet; thence N 83°27'07" E, a distance of 115.17 feet; thence S 31°50'36" E, a distance of 1194.22 feet to a point on the Northerly line and on the Westerly line and on the Southerly line of Recreation and/or Community Amenity Tract 3 of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North for the next 17 courses, S 72°22'52" W, a distance of 158.70 feet; thence S 80°30'25" W, a distance of 156.47 feet; thence N 85°06'47" W, a distance of 135.08 feet; thence S 75°26'08" W, a distance of 171.53 feet; thence S 64°17'24" W, a distance of 75.73 feet; thence S 29°48'51" W, a distance of 52.78 feet; thence S 17°04'43" E, a distance of 124.66 feet; thence S 88°37'51" E, a distance of 191.75 feet; thence N 80°45'52" E, a distance of 124.63 feet; thence S 89°17'34" E, a distance of 121.16 feet; thence S 79°09'00" E, a distance of 121.39 feet; thence S 45°00'00" E, a distance of 141.09 feet; thence S 61°01'56" E, a distance of 64.74 feet; thence S 86°39'19" E, a distance of 77.37 feet; thence S 74°29'42" E, a distance of 110.51 feet; thence S 43°13'36" E, a distance of 40.97 feet; thence S 08°13'18" E, a distance of 117.06 feet to a point on the Northerly line of Parcel 4B-2 of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North; thence departing said Southerly line and on said Northerly line and on the Westerly line and Southerly line of said Parcel 4B-2, for the next 32 courses, S 47°57'16" W, a distance of 41.96 feet; thence S 20°44'32" W, a distance of 67.69 feet; thence S 49°58'08" W, a distance of 238.11 feet; thence S 88°40'49" W, a distance of 91.02 feet; thence N 39°42'27" W, a distance of 63.05 feet; thence N 05°56'33" W, a distance of 78.38 feet; thence N 18°03'37" W, a distance of 120.46 feet; thence S 88°42'48" W, a distance of 77.27 feet; thence S 23°21'17" W, a distance of 86.52 feet; thence S 32°13'05" W, a distance of 175.28 feet;

thence S 56°10'10" W, a distance of 80.53 feet; thence S 86°45'31" W, a distance of 116.66 feet; thence N 84°54'43" W, a distance of 60.97 feet; thence S 44°54'23" W, a distance of 67.36 feet; thence S 19°29'30" W, a distance of 63.88 feet; thence S 06°39'28" E, a distance of 144.69 feet; thence S 31°13'47" E, a distance of 268.31 feet; thence S 22°51'44" E, a distance of 285.38 feet; thence N 87°15'10" E, a distance of 199.85 feet; thence N 36°16'37" E, a distance of 60.64 feet; thence N 77°41'53" E, a distance of 137.86 feet; thence N 64°46'11" E, a distance of 65.81 feet; thence N 51°36'56" E, a distance of 87.53 feet; thence N 29°25'11" E, a distance of 132.61 feet; thence N 04°17'28" E, a distance of 53.34 feet; thence N 25°39'08" W, a distance of 72.86 feet; thence N 20°53'17" W, a distance of 127.18 feet; thence N 08°27'18" W, a distance of 73.65 feet; thence N 42°09'12" E, a distance of 62.84 feet; thence N 58°16'02" E, a distance of 162.71 feet; thence N 50°49'28" E, a distance of 257.46 feet; thence S 31°50'36" E, a distance of 300.52 feet; thence S 68°33'07" W, a distance of 26.18 feet to the beginning of a curve, concave Southeast, having a radius of 704.49 feet and a central angle of 5°04'49"; thence on the arc of said curve, a distance of 62.46 feet said arc being subtended by a chord which bears S 06°24'14" W, a distance of 62.44 feet to the curves end; thence N 66°14'02" W, a distance of 7.88 feet; thence S 78°20'27" W, a distance of 81.86 feet; thence S 01°08'48" W, a distance of 153.09 feet; thence S 57°55'14" E, a distance of 6.61 feet; thence S 35°55'48" E, a distance of 99.9 feet; thence S 17°21'32" E, a distance of 67.91 feet; thence S 05°28'03" E, a distance of 34.16 feet; thence S 11°27'35" W, a distance of 38.26 feet to a point on the Northerly line of Parcel 4C of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North; thence on said Northerly line and on the Westerly line of said Parcel 4C for the next 12 courses, S 51°03'00" W, a distance of 147.00 feet; thence S 89°03'41" W, a distance of 96.57 feet; thence S 76°46'32" W, a distance of 47.28 feet; thence S 13°08'19" W, a distance of 77.20 feet; thence S 41°53'01" W, a distance of 72.80 feet; thence S 72°16'43" W, a distance of 72.32 feet; thence S 41°58'32" W, a distance of 120.31 feet; thence S 54°41'23" W, a distance of 213.04 feet; thence S 16°16'24" W, a distance of 101.15 feet; thence S 22°49'46" E, a distance of 75.63 feet; thence N 73°07'46" E, a distance of 312.64 feet; thence S 19°56'16" E, a distance of 165.59 feet to a point on the aforesaid Northerly Right of Way line of Sate Road No. 200 (A1A); thence departing said Westerly line and on said Northerly Right of Way line, S 72°19'01" W, a distance of 1564.87 feet to the Point of Beginning.

FOUNDERS PARK TRAIL AND BOARDWALK LOCATION:

LSS-817
2020ANE00809

Conservation Easement 4B (2.65 Ac.)

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 6085.39 feet; thence departing said North line, S 00°46'33" E, a distance of 319.64 feet to the Point of Beginning; thence S 34°31'52" E, a distance of 263.26 feet; thence S 63°13'56" W, a distance of 52.47 feet; thence S 05°38'48" W, a distance of 45.91 feet; thence S 24°24'42" E, a distance of 58.63 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 89°50'48"; thence on the arc of said curve, a distance of 39.20 feet said arc being subtended by a chord which bears S 20°30'42" W, a distance of 35.31 feet to the curves end; thence S 65°26'05" W, a distance of 78.11 feet; thence S 80°13'16" W, a distance of 12.76 feet; thence N 84°59'33" W, a distance of 56.38 feet; thence N 78°19'32" W, a distance of 47.90 feet; thence S 57°11'25" W, a distance of 73.12 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and central angle of 90°53'40"; thence on the arc of said curve, a distance of 39.66 feet said arc being subtended by a chord which bears N 77°21'46" W, a distance of 35.63 feet to the curves end; thence N 31°54'56" W, a distance of 56.10 feet; thence S 86°29'39" W, a distance of 76.51 feet; thence S 45°13'31" W, a distance of 18.72 feet; thence N 44°46'29" W, a distance of 3.41 feet to the beginning of a curve, concave Southeast, having a radius of 1065.00 feet and central angle of 24°48'33"; thence on the arc of said curve, a distance of 461.14 feet said arc being subtended by a chord which bears N 31°06'22" E, a distance of 457.55 feet to the beginning of a curve, concave Northerly, having a radius of 180.00 feet and central angle of 18°42'44"; thence on the arc of said curve, a distance of 58.79 feet said arc being subtended by a chord which bears N 89°26'58" E, a distance of 58.53 feet to the Point of Beginning.

WARRANTY AND RELEASE OF RESTRICTIONS ON THE EAST NASSAU STEWARDSHIP DISTRICT'S RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS AND RELATED DOCUMENTS CREATED OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS

[SR 200 TRAIL]

THIS WARRANTY AND RELEASE is made the 28th day of February, 2024, by **A.J. JOHNS, INC.**, a Florida corporation, having offices located at 3225 Anniston Road, Jacksonville, Florida 32246 ("Professional"), in favor of the **East Nassau Stewardship District** ("District"), which is a local unit of special-purpose government situated in Nassau County, Florida, and having offices located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 1. DESCRIPTION OF SCOPE OF SERVICES. Professional has provided work product in connection with the construction/installation of certain infrastructure improvements for Wildlight LLC, a landowner within the District ("Landowner"). An outline of the scope of services provided by Professional is attached as **Exhibit A** ("Work Product").

SECTION 2. USE OF WORK PRODUCT. Professional acknowledges that the Landowner may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product.

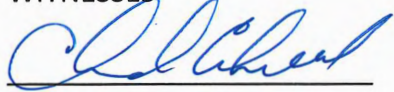
SECTION 3. WARRANTY. Professional hereby expressly guarantees that the Work Product identified in **Exhibit A** is fit for purposes for which it is intended. This expressed warranty shall not serve to eliminate any responsibility of Professional for the Work Product under Florida Statutes or case law, or to exclude any implied warranties and responsibilities.

SECTION 4. RELEASES. Premised upon the District's agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for any and all purposes, including the purposes for which it is intended. Professional hereby affirmatively agrees that the Work Product identified in **Exhibit A** is free of all claims, security agreement, encumbrances or liens.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit A** and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Landowner and/or the District for the Work Product identified in **Exhibit A**.

SECTION 6. EFFECTIVE DATE. This Warranty and Release shall take effect upon execution.

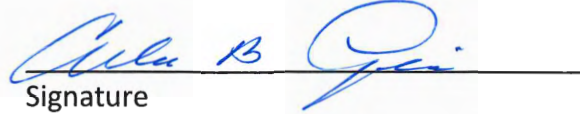
WITNESSES



Chad Cockrell

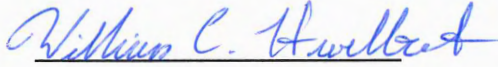
[print name]

A.J. JOHNS, INC.


Signature

Charles B. Laughlin
Print Name

Its: President



William Hurlbert

[print name]

EXHIBIT A

[SR 200 TRAIL]

As-builts for the District improvements constructed pursuant to that Construction Agreement Fixed Fee, dated February 14, 2023, by and between Wildlight LLC and A.J. Johns, Inc.

WARRANTY AND RELEASE OF RESTRICTIONS ON THE EAST NASSAU STEWARDSHIP DISTRICT'S RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS AND RELATED DOCUMENTS CREATED OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS

[FOUNDERS PARK TRAIL, FPL TRAIL AND WHISTLING DUCK POND SITE WORK]

THIS WARRANTY AND RELEASE is made the 25th day of February, 2024, by **Burnham Construction, Inc.**, a Florida corporation, having offices located at 11413 Enterprise East Boulevard, Macclenny, Florida 32063 ("**Professional**"), in favor of the **East Nassau Stewardship District** ("**District**"), which is a local unit of special-purpose government situated in Nassau County, Florida, and having offices located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 1. DESCRIPTION OF SCOPE OF SERVICES. Professional has provided work product in connection with the construction/installation of certain infrastructure improvements for Wildlight LLC, a landowner within the District ("**Landowner**"). An outline of the scope of services provided by Professional is attached as **Exhibit A** ("**Work Product**").

SECTION 2. USE OF WORK PRODUCT. Professional acknowledges that the Landowner may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product.

SECTION 3. WARRANTY. Professional hereby expressly guarantees that the Work Product identified in **Exhibit A** is fit for purposes for which it is intended. This expressed warranty shall not serve to eliminate any responsibility of Professional for the Work Product under Florida Statutes or case law, or to exclude any implied warranties and responsibilities.

SECTION 4. RELEASES. Premised upon the District's agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for any and all purposes, including the purposes for which it is intended. Professional hereby affirmatively agrees that the Work Product identified in **Exhibit A** is free of all claims, security agreement, encumbrances or liens.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit A** and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Landowner and/or the District for the Work Product identified in **Exhibit A**.

SECTION 6. EFFECTIVE DATE. This Warranty and Release shall take effect upon execution.

WITNESSES

Justin Dixon, PM
Justin Dixon
[print name]

Adam Lewis
Adam Lewis
[print name]

BURNHAM CONSTRUCTION, INC.

David M. Burnham
Signature
David Burnham
Print Name
Its: President

EXHIBIT A

[FOUNDERS PARK TRAIL, FPL TRAIL AND WHISTLING DUCK POND SITE WORK]

As-builts for the District improvements constructed pursuant to that Contract Number CB-22-00020, amended by PO000000229 and Change Orders 2, 3, and 4 (collectively, Founders Park Trail and FPL Trail work), and Contract Number CB-22-00024, amended by PO000000520 and Change Order 1 (collectively, Whistling Duck Pond Work), each by and between Wildlight LLC and Burnham Construction, Inc.

WARRANTY AND RELEASE OF RESTRICTIONS ON THE EAST NASSAU STEWARDSHIP DISTRICT'S RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS AND RELATED DOCUMENTS CREATED OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS

[SR 200 AND FOUNDERS PARK TRAIL BOARDWALKS, WHISTLING DUCK POND DOCK]

THIS WARRANTY AND RELEASE is made the 1 day of March, 2024, by **Dockworks of North East Florida LLC**, a Florida limited liability company, having offices located at 417 Stowe Avenue, Suite B, Orange Park, Florida 32073 ("**Professional**"), in favor of the **East Nassau Stewardship District** ("**District**"), which is a local unit of special-purpose government situated in Nassau County, Florida, and having offices located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 1. DESCRIPTION OF SCOPE OF SERVICES. Professional has provided work product in connection with the construction/installation of certain infrastructure improvements for Wildlight LLC, a landowner within the District ("**Landowner**"). An outline of the scope of services provided by Professional is attached as **Exhibit A** ("**Work Product**").

SECTION 2. USE OF WORK PRODUCT. Professional acknowledges that the Landowner may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product.

SECTION 3. WARRANTY. Professional hereby expressly guarantees that the Work Product identified in **Exhibit A** is fit for purposes for which it is intended. This expressed warranty shall not serve to eliminate any responsibility of Professional for the Work Product under Florida Statutes or case law, or to exclude any implied warranties and responsibilities.

SECTION 4. RELEASES. Premised upon the District's agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for any and all purposes, including the purposes for which it is intended. Professional hereby affirmatively agrees that the Work Product identified in **Exhibit A** is free of all claims, security agreement, encumbrances or liens.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit A** and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Landowner and/or the District for the Work Product identified in **Exhibit A**.

SECTION 6. EFFECTIVE DATE. This Warranty and Release shall take effect upon execution.

DOCKWORKS OF NORTH EAST FLORIDA LLC

WITNESSES

Nancy L. Dillon

Nancy L. Dillon
[print name]

[Signature]
Signature

Robert D. Matthews
Print Name

Its: C.O.O.

Stephanie

Stephanie Merring
[print name]

EXHIBIT A

[SR 200 AND FOUNDERS PARK TRAIL BOARDWALKS, WHISTLING DUCK POND DOCK]

As-builts for the District improvements constructed pursuant to that Services Agreement (Contract No. CN-22-00142) dated October 20, 2022 (for Founders Park Boardwalk), Services Agreement (Contract No. CB-22-00018) dated August 15, 2022 (for SR 200 Trail), and Services Agreement (Contract No. CB-22-00019) dated August 15, 2022 (for Cointoss & Whistling Duck Docks), each by and between Wildlight LLC and Dockworks of Northeast Florida LLC.

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS AND
THE RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE
CONSTRUCTION OF SAME**

[SR 200 TRAIL]

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the 28th day of February 2024, by **A.J. JOHNS, INC.**, a Florida corporation, having offices located at 3225 Anniston Road, Jacksonville, Florida 32246 ("**Contractor**"), in favor of the **East Nassau Stewardship District** ("**District**"), which is a local unit of special-purpose government situated in Nassau County, Florida, and having offices located c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 1. DESCRIPTION OF CONTRACTOR'S SERVICES. Contractor has provided construction services as general contractor in connection with the construction of certain infrastructure improvements (the "**Improvements**"), identified in **Exhibit A**, for Wildlight LLC, a Delaware limited liability company, a developer of lands within the District (the "**Developer**"). A copy of the contract for the construction of said Improvements is attached as **Exhibit B** ("**Construction Contract**").

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements, constructed by Contractor in connection with the Construction Contract attached as **Exhibit A**, from Developer, and thereby securing the unrestricted right to rely upon the terms of the Construction Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Construction Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.


SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements identified in **Exhibits A and B** because of any act or omission of, whether caused in whole or in part by, Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in **Exhibit B**.

SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST

A.J. JOHNS, INC., a Florida corporation



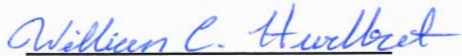
Chad Cockrell

[print name]



By: Charles B. Laughlin

Its: President



William C. Hurlbert

[print name]

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS & ACQUISITION COST

SR 200 Trail improvements constructed pursuant to that Construction Agreement Fixed Fee (Project Number PO 000000037), dated February 14, 2023, by and between Wildlight LLC and A.J. Johns, Inc., as more particularly described below:

Improvement	Total Contract Cost	District Eligible Amount	Acquisition Cost¹
SR 200 Trail Improvements	\$228,734.77	\$43,110.96	\$43,110.96
TOTAL COSTS	\$228,734.77	\$43,110.96	\$43,110.96

¹ Acquisition Cost includes costs associated with mobility trails which are eligible for mobility fee credit to be issued by the County ("Mobility Fee Creditable Improvement"). Payment for such Mobility Fee Creditable Improvement, if any, may further be governed by an agreement between the Developer and the District, which may reduce the estimated eligible Acquisition Cost.

TRAIL IMPROVEMENTS: All multi-use trail system infrastructure improvements, including concrete, aggregate and boardwalk hardscape features, plants, trees, timber, shrubbery, and other landscaping and related facilities constructed in and for the development of Wildlight Phase 1c-1, Phase 1c-West, Phase 1c-2, PDP 3 / Pod 4 North and PDP 3 / Pod 5, all located on portions of the real property described in the following legal description:

SR 200 BOARDWALK AND TRAIL LOCATION:

LSS-828**Conservation Easement C (109.56 Ac.)****SITE 1,**

A parcel of land, 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 Mill Grant, Section 50, Township 3 North, Range 27 East, all in Nassau County, Florida and being a portion of East Nassau - Wildlight PDP 3 / Pod 4 North as recorded in Official Record Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida, and being more particularly described as follows:

Begin at the Southwest corner of East Nassau - Wildlight PDP 3 / Pod 4 North as recorded in Official Record Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida said point also being on the Northerly Right of Way line of State Road No. 200 (A1A) (184 foot Right of Way); thence on the Westerly line of said East Nassau - Wildlight PDP 3 / Pod 4 North for the next 63 courses, N 14°34'24" W, a distance of 25.17 feet; thence N 37°44'05" W, a distance of 19.94 feet; thence N 19°00'35" W, a distance of 20.68 feet; thence N 27°51'55" E, a distance of 22.98 feet; thence N 05°35'01" E, a distance of 51.12 feet; thence N 50°18'54" W, a distance of 61.48 feet; thence S 83°17'51" W, a distance of 9.53 feet; thence N 69°59'54" W, a distance of 8.68 feet; thence N 45°00'00" W, a distance of 12.94 feet; thence N 15°00'01" W, a distance of 12.94 feet; thence N 08°14'40" E, a distance of 24.44 feet; thence N 65°02'35" W, a distance of 33.83 feet; thence N 81°48'40" W, a distance of 40.47 feet; thence N 49°28'48" W, a distance of 17.14 feet; thence N 03°50'14" W, a distance of 25.32 feet; thence N 03°50'14" W, a distance of 97.07 feet; thence N 81°07'49" W, a distance of 851.34 feet; thence S 72°16'09" W, a distance of 92.45 feet to a point on a curve, concave Northeast, having a radius of 455.55 feet and a central angle of 64°10'20"; thence on the arc of said curve, a distance of 510.22 feet said arc being subtended by a chord which bears N 14°31'57" W, a distance of 483.97 feet to the curves end; thence N 17°33'13" E, a distance of 148.53 feet; thence S 64°55'33" E, a distance of 91.90 feet; thence S 74°15'37" E, a distance of 64.22 feet; thence N 78°51'30" E, a distance of 44.31 feet; thence S 13°45'00" E, a distance of 9.16 feet; thence N 76°14'00" E, a distance of 20.18 feet; thence N 90°00'00" E, a distance of 58.41 feet to a point on a curve, concave Northeast, having a radius of 282.00 feet and a central angle of 14°35'17"; thence on the arc of said curve, a distance of 71.80 feet said arc being subtended by a chord which bears S 63°05'05" E, a distance of 71.61 feet to a point of compound curvature of a curve having a radius of 207.00 feet and a central angle of 114°29'51"; thence on the arc of said curve, a distance of 413.66 feet said arc being subtended by a chord which bears N 52°22'21" E, a distance of 348.19 feet to the curves

and; thence N 04°52'34" W, a distance of 176.80 feet to the beginning of a curve, concave Southwest, having a radius of 232.00 feet and a central angle of 67°34'13"; thence on the arc of said curve, a distance of 273.60 feet said arc being subtended by a chord which bears N 36°39'41" W, a distance of 258.02 feet to the curves end; thence N 72°26'47" W, a distance of 117.42 feet; thence N 17°33'13" E, a distance of 57.96 feet; thence N 00°00'00" E, a distance of 44.09 feet; thence N 72°30'30" W, a distance of 23.52 feet; thence N 01°32'33" W, a distance of 56.38 feet; thence N 68°29'37" W, a distance of 78.54 feet; thence N 24°23'46" E, a distance of 115.28 feet; thence N 20°24'00" E, a distance of 158.48 feet; thence S 72°26'47" E, a distance of 10.00 feet; thence N 17°33'13" E, a distance of 35.00 feet; thence N 72°26'47" W, a distance of 10.00 feet; thence N 12°48'00" E, a distance of 208.82 feet; thence N 79°41'55" E, a distance of 72.83 feet; thence N 27°39'50" E, a distance of 141.02 feet; thence N 87°53'58" E, a distance of 92.75 feet; thence S 76°08'16" E, a distance of 42.28 feet; thence N 48°30'00" E, a distance of 103.12 feet; thence N 32°52'00" E, a distance of 139.06 feet; thence N 21°11'55" E, a distance of 181.26 feet; thence S 71°22'04" E, a distance of 146.28 feet; thence S 87°22'44" E, a distance of 111.52 feet; thence N 79°52'34" E, a distance of 135.74 feet; thence N 46°14'01" E, a distance of 54.25 feet; thence N 24°41'00" E, a distance of 123.84 feet to the beginning of a curve, concave Northwest, having a radius of 1748.50 feet and a central angle of 6°35'32"; thence on the arc of said curve, a distance of 200.94 feet said arc being subtended by a chord which bears N 21°23'14" E, a distance of 200.83 feet to the curves end; thence N 21°04'05" W, a distance of 9.13 feet; thence N 36°45'46" W, a distance of 75.31 feet; thence N 15°34'40" W, a distance of 60.13 feet; thence N 01°34'30" W, a distance of 154.10 feet; thence N 36°37'12" W, a distance of 37.06 feet; thence N 03°59'54" E, a distance of 228.24 feet; thence N 62°32'01" E, a distance of 79.11 feet; thence N 83°27'07" E, a distance of 115.17 feet; thence S 31°50'36" E, a distance of 1194.22 feet to a point on the Northerly line and on the Westerly line and on the Southerly line of Recreation and/or Community Amenity Tract 3 of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North for the next 17 courses; S 72°22'52" W, a distance of 158.70 feet; thence S 80°30'25" W, a distance of 156.47 feet; thence N 85°06'47" W, a distance of 135.08 feet; thence S 75°26'08" W, a distance of 171.53 feet; thence S 64°17'24" W, a distance of 75.73 feet; thence S 29°48'51" W, a distance of 52.78 feet; thence S 17°04'43" E, a distance of 124.68 feet; thence S 88°37'51" E, a distance of 191.75 feet; thence N 80°45'52" E, a distance of 124.63 feet; thence S 89°17'34" E, a distance of 121.16 feet; thence S 79°09'00" E, a distance of 121.39 feet; thence S 45°00'00" E, a distance of 141.09 feet; thence S 81°01'56" E, a distance of 64.74 feet; thence S 86°38'19" E, a distance of 77.37 feet; thence S 74°29'42" E, a distance of 110.51 feet; thence S 43°13'36" E, a distance of 48.97 feet; thence S 08°13'18" E, a distance of 117.06 feet to a point on the Northerly line of Parcel 4B-2 of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North; thence departing said Southerly line and on said Northerly line and on the Westerly line and Southerly line of said Parcel 4B-2, for the next 32 courses; S 47°57'16" W, a distance of 41.96 feet; thence S 20°44'32" W, a distance of 87.89 feet; thence S 48°58'08" W, a distance of 238.11 feet; thence S 88°40'49" W, a distance of 91.02 feet; thence N 39°42'27" W, a distance of 63.05 feet; thence N 05°56'33" W, a distance of 78.38 feet; thence N 18°03'37" W, a distance of 120.46 feet; thence S 88°42'48" W, a distance of 77.27 feet; thence S 23°21'17" W, a distance of 86.52 feet; thence S 32°13'05" W, a distance of 175.28 feet.

EXHIBIT B

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PROJECT NAME: SR 200 Trail; **PROJECT NUMBER:** PO000000037 ("Project")

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into this 14th day of February, 2023 by and between the Parties identified as Owner and Contractor in the "**Key Business Terms**," attached to the Agreement as **Exhibit "A"** and incorporated herein by reference. The Project is located at the Site and Property identified in the Key Business Terms.

NOW, THEREFORE, Owner and Contractor, for the premises, the consideration set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. ENTIRE AGREEMENT

- 1.1 This Agreement evidences the entire, integrated agreement between Owner and Contractor with respect to the Work herein. This Agreement supersedes all prior and contemporaneous written and oral agreements, statements, representations, promises, inducements, and understandings of any type or nature between the Parties. In no event will the Parties be bound by or be liable to each other for any such agreements, statements, representations, promises, inducements, or understandings of any type or nature, except as may be expressly set forth herein. Contractor may accept this Agreement by signing on the signature page or by commencing performance of any of its obligations herein, whichever occurs first.
- 1.2 **NO CHANGES TO THE WORK, AMENDMENTS OR MODIFICATIONS OF THIS AGREEMENT SHALL BE VALID OR ENFORCEABLE FOR ANY PURPOSE, UNLESS AND UNTIL SUCH CHANGES TO THE WOK, AMENDMENTS, OR MODIFICATIONS ARE SET FORTH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF OWNER. NO PERSON ACTING FOR OR ON BEHALF OF OWNER WILL HAVE AUTHORITY TO BIND OWNER OR TO OTHERWISE WAIVE OR MODIFY THE REQUIREMENT HEREIN THAT ALL CHANGES TO THE WORK, AMENDMENTS, AND MODIFICATIONS TO THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF OWNER.**
- 1.3 Before signing this Agreement, and on an annual basis thereafter, Contractor will provide Owner with a copy of the following documents:
 - a. Evidence that Contractor's business and all applicable contractor, trade, and professional licenses for the State in which the Project is located are effective and in good standing;
 - b. Evidence that Contractor has sufficient financial resources available to meet its unperformed obligations under the Contract Documents, including but not limited to Contractor's most current financial statement certified by either Contractor's CFO or a licensed CPA in the State where the Project is located;
 - c. Contractor's list of pending and completed projects; and
 - d. Contractor's certificate of insurance evidencing that all required insurance remains in place;

2. THE WORK

- 2.1 Contractor shall fully perform and complete all Work required by the Contract Documents enumerated in Article 3 within the Contract Time. The "Work" consists of the totality of Contractor's obligations under the Contract Documents, including, without limitation, Contractor's obligation to procure, furnish, install, fabricate, or otherwise provide all labor, supervision, services, materials, equipment, supplies, tools, and plant necessary to fully perform, complete, and make operational all the construction indicated in or reasonably inferred by the Contract Documents.
- 2.2 Contractor warrants and represents to Owner that, in executing this Agreement and undertaking the Work:
 - 2.2.1 Contractor has not relied upon any oral inducement or representation by Owner, Design Professional, or any of their employees, officers, consultants, representatives, or agents as to the scope, nature, character, magnitude, or condition of the Work, Project, or Property; and

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- 2.2.2 Contractor has brought to Owner's and Design Professional's attention in writing all known errors, omissions, ambiguities, and discrepancies in the Contract Documents, and that such errors, omissions, ambiguities, and discrepancies in the Contract Documents have been clarified to Contractor's satisfaction, such that the Contract Documents contain all items necessary for the proper execution and completion of the Work by the Contractor within the Contract Time.

3 THE CONTRACT DOCUMENTS

3.1 The Contract Documents consist of:

- 3.1.1 Amendments to the Agreement signed by authorized representatives of the Parties contemporaneous with or after they sign the Agreement;
- 3.1.2 Change Orders signed by authorized representatives of the Parties contemporaneous with or after they sign the Agreement;
- 3.1.3 Exhibit A - the Key Business Terms;
- 3.1.4 The Agreement, including the following documents, which are incorporated herein by reference
 - Exhibit "B" - the Property Description
 - Exhibit "C" - the Plans and Specifications List
 - Exhibit "D" - Contractor's insurance requirements
 - Exhibit "E" - Contractor's unit prices, pricing index, and allowances (as applicable)
 - Exhibit "F" - Construction Schedule
 - Exhibit "G" - Contractor's Scope of Work (as applicable)
 - Exhibit "H" - Schedule of Values
- 3.1.5 The Plans and Specifications identified in the Plans and Specifications List.
- 3.1.6 Other Contract Documents, if any, identified in Section 3.1.6 of the Key Business Terms

3.2 In the event of an inconsistency, conflict or ambiguity between the various Contract Documents, the Contract Documents will govern in the order listed above

3.3 In the event of any inconsistency, conflict or ambiguity within a particular Contract Document or between the Plans and Specifications, the choice that has the highest cost, best quality, greatest quantity, or most complete performance, as determined by Owner, within will govern.

3.4 Contractor will use and complete the following forms attached to the Agreement as exhibits:

- Exhibit "I" - Contractor's signed Internal Revenue Service Form W-9
- Exhibit "J" - Application for Payment form
- Exhibit "K" - Unconditional Waiver and Release of Lien form
- Exhibit "L" - Waiver and Release upon Progress Payment form
- Exhibit "M" - Contractor's Progress Payment Affidavit
- Exhibit "N" - Waiver and Release of Lien upon Final Payment form
- Exhibit "O" - Contractor's final affidavit form
- Exhibit "P" - Change Order form
- Exhibit "Q" - Field Directive form

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3.5 The Contract Documents are complementary. Work required by one Contract Document is required by all Contract Documents. The Work also includes items not expressly shown in the Contract Documents, but routinely provided by experienced contractors performing work of the same general scope, magnitude, and quality as the Work required to achieve the construction results indicated in the Contract Documents.

4 [INTENTIONALLY OMITTED]

5 CONTRACT PRICE

5.1 Owner will pay Contractor the amount set forth in Section 5.1 of the "Key Business Terms" (the "Contract Price"). In no event will Owner be obligated to pay Contractor for any amount exceeding the Contract Price, except as the Contract Price may be adjusted in strict conformance with Section 23 of this Agreement.

6 PAYMENT AND PERFORMANCE BONDS

6.1 If required by Section 6.1 of the **Key Business Terms**, Contractor will provide Owner with performance and payment bonds (the "Bonds") with penal sums equal to the Contract Price with the signing of the Agreement on forms acceptable to Owner. The Bonds will be signed by Contractor, as principal, and a reputable commercial surety, as surety. The surety will be licensed by the Insurance Commissioner for the State of Florida, and it will have an A.M. Best Rating of not less than "A-". In no event will Owner be responsible for directly or indirectly reimbursing Contractor for subcontractor default, or SubGuard insurance, if a Contractor performance bond is provided.

6.2 The Bonds will expressly waive notice to the surety of all Changes to the Work; provided, however, Contractor will obtain the surety's written consent to each Change to the Work if and when the net aggregate value of all Changes to the Work equals or exceeds twenty percent (20%) more than the original Contract Price. Contractor's pricing of Changes to the Work may include a separate markup for the Bonds equal to the actual premium that Contractor pays to increase the penal sum for such Bonds to account for Changes to the Work, less any discounts or rebates available to Contractor, regardless of when such discounts or rebates are issued.

6.3 The performance Bond will incorporate the terms and conditions of the Contract Documents and guarantee to Owner and any dual obligee(s) identified by Owner, the full and timely performance of all of Contractor's obligations under the Contract Documents, including without limitation, Contractor's warranty obligations and Contractor's obligations with respect to liquidated and actual delay damages. The performance Bond will remain in full force and effect through the applicable statute of limitations period.

6.4 The payment Bond will be unconditional and comply with the requirements of Fla. Stat. §713.23 to exempt the Property from all claims of lien and liens recorded by potential lienors contracting directly or indirectly with or through Contractor. In no event will a conditional payment bond be acceptable. Contractor will furnish a true copy of the payment bond to any subcontractor, supplier, or vendor of any tier who requests a copy of the payment bond from Contractor or the Surety.

7 CONTRACT TIME

7.1 **TIME IS OF THE ESSENCE AS TO CONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT.** All time is based upon calendar days, unless expressly indicated otherwise.

7.2 **Notice of Commencement:** If a Notice of Commencement is required by Section 7.2 of the **Key Business Terms**, then no more than ninety (90) days before Contractor physically commences Work at the Site, Contractor, as Owner's authorized agent for purposes of carrying out the obligations herein, will file in the public records for the County where the Project is located a Notice of Commencement that conforms in all respects with the requirements of Fla. Stat. Code § 713.13 and provides an expiration date no earlier than ninety (90) days after the Substantial Completion Date.

7.2.1 In the event that a payment bond is required by Section 6.1 of the **Key Business Terms**, the Notice of Commencement will attach a true and correct copy of such payment bond.

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- 7.2.2 Within two business days of filing the Notice of Commencement, Contractor will deliver to Owner a true and correct copy of the Notice of Commencement stamped by the clerk of the court's office as "filed."
- 7.2.3 Contractor will post either a certified copy of the Notice of Commencement or a notarized statement that the Notice of Commencement has been filed for recording along with a copy thereof in a conspicuous location at the Site.
- 7.2.4 In the event that Owner terminates this Agreement for cause, or Contractor abandons the Work, the surety will be responsible for re-filing the Notice of Commencement and meeting the requirements of this Section 7.2 before recommencing performance of the Work.
- 7.3 **Commencement of Work:** The Contractor shall commence the Work within ten (10) calendar days after the Commencement Date set forth in Section 7.3 of the **Key Business Terms**. In no event will Contractor commence Work before the Commencement Date.
- 7.4 **Milestones:** The Contractor will achieve the milestones no later than the applicable dates or times indicated in Section 7.4 of the **Key Business Terms**, as may be adjusted only in strict conformance with the Article 23 of the Agreement.
- 7.5 **Contract Time:** The Contractor will achieve Substantial Completion (as hereinafter defined) of the entire Work no later than the expiration of the Contract Time set forth in Section 7.5 of the **Key Business Terms**, as may be adjusted only in strict conformance with the Article 23 of the Agreement.
- 7.6 **Final Completion Date:** The Contractor will achieve Final Completion (as hereinafter defined) of the Work within the time required by the Certificate of Substantial Completion of the entire Work (the "Final Completion Date"), unless Contractor requests and Owner grants, in its sole discretion, a time extension to the Final Completion Date for good cause shown.

8 PERMITS AND LICENSES

- 8.1 Owner will procure and pay for all performance, maintenance, and warranty bonds, if any, required by the municipality or County in which the Project is located, or by any other public entities with jurisdiction over the Project, or any public or private utilities. Contractor will cooperate with and assist Owner by providing all the information, certificates, acknowledgements, notices, and materials (including without limitation as-built drawings and inspection reports and certifications) required by Owner to prepare and submit the bond applications and to subsequently obtain a discharge of such bonds.
- 8.2 Contractor will procure and pay for all building, ground-breaking, demolition, street closing, and other similar permits, certificates, and approvals related to the Work that are commonly procured by contractors in the general vicinity of the Project.
- 8.3 Contractor represents and warrants that it and all of its subcontractors are authorized, qualified, and, to the extent required by the Applicable Laws (as defined below), licensed and in good standing to perform the Work in accordance with all applicable requirements of all federal, state, and local governmental entities, agencies, and utilities having jurisdictions over this Project.

9 MATERIALLY DIFFERING SITE CONDITIONS

- 9.1 Contractor acknowledges that it either visited the Site or that it had a reasonable opportunity to visit the Site, for the purpose of conducting a reasonable inspection of the physical conditions of Site before entering into this Agreement. Contractor further acknowledges that it either carefully reviewed or that it had a reasonable opportunity to carefully review the geotechnical report for the Site, if any, and all other information provided to or available to Contractor in relation the Site. Contractor's failure to acquaint itself with all reasonably discoverable physical conditions of the Site will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing its obligations under this Agreement based upon

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those conditions that would have been discovered upon a reasonable inspection of the Site and a careful review of all information provided to Contractor or available to Contractor.

- 9.2 Contractor will immediately stop all Work in the affected area in the event that Contractor encounters conditions in the performance of the Work that are unknown, undiscoverable upon a reasonable inspection, and subsurface, latent, or otherwise concealed physical conditions (1) which differ materially from those physical conditions affirmatively indicated in the Contract Documents, or (2) which are both unusual and differ materially from those physical conditions ordinarily found to exist and generally recognized as Inherent in construction activities of the character provided for in the Contract Documents. Contractor will provide written notice to Owner within two (2) days of the first discovery of the conditions by Contractor or anyone for whom it is responsible, and in any event, before such conditions are disturbed from the conditions existing immediately after discovery. Contractor will not resume performing Work in the affected area, until Owner investigates the conditions and directs Contractor in writing to resume Work in the affected areas. Owner will, as promptly as practicable, investigate such conditions. Owner will issue a Change Order to adjust the Contract Price or Contract Time accordingly if it determines that such conditions are materially different site conditions under this Section to the extent that such conditions cannot be avoided or mitigated and will cause Contractor to incur an increase or decrease in the direct Cost of the Work or the Contract Time or both. In no other event will Owner be liable to Contractor for an adjustment to either the Contract Price or the Contract Time based upon physical conditions of the Site. Contractor waives any Claim that it could otherwise make for an increase to the Contract Price or Contract Time or both due to Contractor's failure to strictly comply with this Article 9 or due to Contractor's failure to identify conditions pursuant to Section 9.1, which are a basis for the request for an adjustment to the Contract Price or Contract Time or both.

10 CONFIDENTIALITY

- 10.1 Contractor acknowledges that all data, plans, processes, methods, techniques and other information or materials furnished or made available to Contractor by Owner, are owned, as between Owner and Contractor, exclusively by Owner. Contractor further acknowledges and agrees that any such information or materials which are not available to the public at large (collectively, "Confidential Information") shall for all purposes be regarded by Contractor and its subcontractors, suppliers, and vendors, and the employees, agents, and representatives of any of them, as strictly confidential. The existence of this Agreement and Owner's retention of Contractor will also constitute Confidential Information. Confidential Information may be disclosed in documentary or other tangible form, electronically, orally or by visual inspection. Except as required in the performance of the Work, neither Contractor nor any of its subcontractors, suppliers, or vendors, or the employees, agents or representatives of any of them, will redistribute, market, publish, disclose or divulge to any other person, firm or corporation, or use or modify for use, directly or indirectly in any way for anyone, any such Confidential Information, without the express prior written consent of Owner.
- 10.2 Contractor's obligations under this Section 10 with regard to Confidential Information shall be in effect at all times during the performance of the Work and shall continue: (i) with regard to each item of Confidential Information which constitutes a trade secret under the Applicable Laws, for such time as such item shall continue to constitute a trade secret under the Applicable Laws; and (ii) with regard to each item of Confidential Information other than trade secrets, for a period of three (3) years following return of such item to Owner.
- 10.3 Information shall not constitute Confidential Information which (i) was known to Contractor prior to the date of disclosure by Owner as evidenced by Contractor's written records; (ii) is in or becomes in the public domain by reason other than a breach of this Covenant; or (iii) legally comes into Contractor's possession without an obligation of confidentiality through channels independent of Contractor.
- 10.4 The terms and covenants of this Section 10 will survive expiration or termination of this Agreement. Upon such expiration or termination, Contractor agrees to immediately return to Owner any and all tangible or written expressions of all Confidential Information or proprietary information of Owner in the possession of Contractor or any of its employees or agents.

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11 NO PROMOTION

11.1 Contractor shall acquire no right under this Agreement to use, and shall not use, the name, logo, or any mark of Owner, or those of Owner's parent, affiliates, divisions and subsidiaries, any division or project of Owner, in any of Contractor's advertising, publicity, or promotion to express or imply any endorsement by Owner of Contractor's Work or in any other manner whatsoever without Owner's prior written consent, which may be withheld in Owner's sole discretion. Contractor will not use photographs or depictions of the Project or any other portions of Owner's development for advertising or promotional purposes, and Contractor will not advertise or promote itself as being involved in the Project without Owner's prior written permission in Owner's sole discretion.

12 SUBSTANTIAL COMPLETION

12.1 Unless provided for otherwise in Section 12.1 of the **Key Business Terms**, Contractor will achieve substantial completion of the entire Work ("Substantial Completion") when the work is complete except for minor punch list items and available for Owner's beneficial occupancy and use for its intended purpose.

12.2 To the extent necessary for the scope of Work required by this Agreement, in no event will Substantial Completion occur until all applicable governmental agencies having jurisdiction over the Work have issued either an unconditional Certificate of Completion or unconditional Certificate of Occupancy with respect to the Work or the equivalent, including landscaping and common areas (as applicable), unless withheld due solely to causes beyond the control or fault of Contractor. Notwithstanding anything to the contrary contained herein, Contractor shall be responsible for obtaining the unconditional Certificate of Completion or unconditional Certificate of Occupancy or the equivalent (whichever is applicable) with respect to the Work, unless withheld due solely to causes beyond the control or fault of Contractor. Owner shall comply with all of its obligations required by the issuing authority in order to enable the Contractor to obtain such Certificate(s).

13 LIQUIDATED DAMAGES

13.1 Contractor acknowledges that Owner will be severely damaged in the event that Contractor fails to achieve Substantial Completion within the Contract Time. Owner's damages may include, without limitation, lost revenues, profits, rent, and income, and additional and extended costs for contract administration, financing, insurance, rental, storage, and relocation. Contractor will be liable to Owner for Liquidated Damages if applicable to this Agreement, as indicated in Section 13.1 of the **Key Business Terms**. Such liquidated damages are intended to compensate Owner for its losses as a result of Contractor's failure to achieve timely Substantial Completion, which are difficult to calculate at the time of this Agreement, and Contractor agrees that these liquidated damages are not a penalty.

14 ACCEPTANCE OF WORK

14.1 Contractor will schedule all final inspections required by governing authorities with jurisdiction and utilities.

14.2 Contractor will prepare a proposed detailed punchlist identifying all Work known by Contractor or its subcontractors to be incomplete, defective, or non-conforming, which Contractor will provide to Owner in both a physical and an electronic form with Contractor's written notice when Contractor considers the entire Work to have achieved Substantial Completion. Contractor will prepare and provide Owner with a similar proposed detailed punchlist and written notice if and to the extent that Owner agrees in writing, in its sole discretion, to accept Substantial Completion of a portion or a phase of the Work in advance of Substantial Completion of the entire Work.

14.3 Owner and Design Professional or a designated consultant, will inspect the Work after Contractor's completion of its obligations under Article 14.2, to determine if Contractor achieved Substantial Completion. Owner will notify Contractor of Owner's determination as follows:

14.3.1 In the event Owner determines that Contractor has not achieved Substantial Completion, Owner's notice to Contractor will identify all incomplete, non-conforming, and defective Work that

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precludes Substantial Completion. Contractor will promptly complete and correct all such Work before providing a renewed notice under this section.

- 14.3.2 In the event Owner determines that Contractor achieved Substantial Completion, Owner's notice will either approve Contractor's proposed punchlist or include a revised comprehensive punchlist, which will include all Work known at that time by Contractor and its subcontractors, Owner, and Design Professional to be incomplete, defective, or non-conforming (the "Punchlist").

14.4 Contractor will employ a dedicated punchlist crew, whose sole responsibility will be to promptly and diligently commence and complete and correct all items on the Punchlist. Failure to include an item on the Punchlist will not alter Contractor's responsibility to promptly and diligently complete and correct all Work so that it conforms to the Contract Documents, nor preclude Contractor, Owner, Design Professional, or any person designated by Owner from supplementing the Punchlist any time before Final Completion.

14.5 All workmanship and materials provided by Contractor shall be subject to the approval of the Owner, the Design Professional, and the governmental agencies and utilities that are responsible for inspecting and/or accepting the Work. In no event will Owner's approval of the Work be considered acceptance of any incomplete, defective, or non-conforming Work that is not expressly identified with particularity and accepted by Owner in a written Change Order signed by an authorized representative of Owner.

14.6 Contractor will notify Owner in writing when Contractor has completed all items on the Punchlist. Owner and Design Professional or a designated consultant, will inspect the Work thereafter to determine if Contractor achieved Final Completion. Owner will notify Contractor of Owner's determination. In the event Owner determines that Contractor has not achieved Final Completion, Owner's notice to Contractor will identify all items on the Punchlist that preclude Final Completion. Contractor will promptly complete and correct all such items before providing a renewed notice under this section.

15 EXTENSION OF TIME

15.1 Contractor may be entitled to an extension of the Contract Time in the event of delay to the planned critical path activities on the then most current update to the Construction Schedule due solely to Owner ordered Changes to the Work; Owner ordered Suspension; any acts or omissions of Owner or Design Professional, or any employee, consultant, representative, or agent of any of them; a Force Majeure Event (as defined in Section 15.5); an Abnormal Adverse Weather Conditions (as defined in Section 15.4); a Differing Site Condition; or other causes that are beyond the control and without the fault or negligence of Contractor or any of its subcontractors, suppliers, or vendors of any tier, or any of the employees, consultants, representatives, or agents of any of them.

15.2 Contractor will only be entitled to a time extension under Section 15.1 if and to the extent that it provides Owner with written notice of the existence of the delay and written submission of the following information within the time periods set forth in Sections 15.3 or 15.4, as applicable:

- 15.2.1 Nature of the delay
- 15.2.2 Cause of the delay;
- 15.2.3 Date that the delay first started;
- 15.2.4 Actual or estimated length of the delay;
- 15.2.5 A copy of the most current update to the Construction Schedule that immediately preceded the start of the delay;
- 15.2.6 Identification of the specific critical path activities on the then current update to the Construction Schedule impacted by the delay; and
- 15.2.7 Recommended actions to avoid or minimize the effects of the delay.

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Contractor acknowledges that Owner will be prejudiced by Contractor's failure to provide both the written notice and the written submission of such information within the time periods set forth above. Contractor's failure to provide such written notice and information within the times indicated will waive any claim that Contractor could otherwise make for a time extension due to such delay.

- 15.3 Other than a claim for a time extension due to an Abnormal Adverse Weather Condition, Contractor will provide Owner with (1) written notice of the existence of the delay within seventy-two (72) hours after the start of the delay, and (2) written submission of the information required by Section 15.2 within seven (7) days after the start of the delay.
- 15.4 An Abnormal Adverse Weather Condition occurs when the adverse weather conditions actually occurring at the Site for a particular calendar month are more severe than the adverse weather conditions that occurred at the National Oceanic and Atmospheric Administration's weather reporting station closest to the Site for the same calendar month during the previous ten (10) year period ("Abnormal Adverse Weather Condition"). To make a claim for a time extension due to Abnormal Adverse Weather Conditions, Contractor must provide Owner with (1) written notice of such claim within three (3) days of the date that the adverse weather conditions became abnormal, and (2) written submission of the information required by Section 15.2, along with (i) Contractor's daily reports documenting the actual weather conditions at the Site and (ii) the weather records of the National Oceanic and Atmospheric Administration's weather reporting station closest to the Site for the same calendar month during the previous ten (10) year period, within seven (7) days after the end of the month during which the Abnormal Adverse Weather Conditions occurred. Adverse weather conditions which do not meet the criteria set forth herein will not be cause for a time extension.
- 15.5 A force majeure event occurs when there is a delay to the planned critical path activities on the then most current update to the Construction Schedule due solely to fire, flood, landslide, sinkhole, hurricane, tornado or other unanticipated act of God, malicious mischief, theft, strike or lockout (other than by workers on this Project), national or regional shortages of material, or war, injunction, unusual delays in approval by a governing authority with jurisdiction, or other unanticipated act of Governmental; provided Contractor and its subcontractors, suppliers, and vendors of any tier, and the employees, consultants, representatives, agents of any of them, did not cause or contribute to such event, and Contractor and its subcontractors, suppliers, and vendors of any tier, and the employees, consultants, representatives, agents of any of them use best efforts to timely avoid or mitigate the effects of such event ("Force Majeure Event").
- 15.6 CONTRACTOR WILL NOT BE ENTITLED TO AN INCREASE IN THE CONTRACT PRICE OR ANY ADDITIONAL COMPENSATION FROM OWNER AND HEREBY WAIVES ANY CLAIM DUE TO DELAY FROM ANY CAUSE WHATSOEVER, OTHER THAN A DELAY CAUSED SOLELY BY AN OWNER ORDERED CHANGE TO THE WORK OR OWNER ORDERED SUSPENSION OF THE WORK FOR REASONS NOT WHOLLY OR PARTLY ATTRIBUTABLE TO CONTRACTOR, INCLUDING WITHOUT LIMITATION ADDITIONAL COMPENSATION DUE TO ADDITIONAL DIRECT COSTS, EXTENDED OR ADDITIONAL GENERAL CONDITIONS COSTS, LOST PROFITS, SITE OFFICE OVERHEAD AND EXPENSES, HOME OFFICE OVERHEAD AND EXPENSES, AND ANY OTHER ECONOMIC LOSS THAT CONTRACTOR MAY INCUR BY REASON OF SUCH DELAY. CONTRACTOR'S RIGHT TO A TIME EXTENSION WILL BE CONTRACTOR'S SOLE REMEDY IN THE EVENT OF A DELAY, OTHER THAN A DELAY DUE SOLELY TO AN OWNER ORDERED CHANGE TO THE WORK OR AN OWNER DIRECTED SUSPENSION OF THE WORK.

16 APPLICATION FOR PAYMENTS AND PROCEDURES

16.1 Before signing the Agreement

- 16.1.1 Contractor prepared the "Schedule of Values" attached to this Agreement as Exhibit "H" (the "Schedule of Values"), which Contractor represents to Owner is a true and accurate accounting of the Cost of the Work broken down to discrete work activities for each discrete trade. Upon Owner's written request, Contractor will provide Owner with documents substantiating the accuracy of the Schedule of Values.

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- 16.2 Owner may use the Draw Schedule and the Schedule of Values as a basis for reviewing and paying Contractor's Applications for Payment of a progress or final payment; provided, however, in no event will Owner be obligated to pay Contractor more than the Contract Price as may be adjusted.
- 16.3 On a monthly basis, Contractor may submit an "Application for Payment" to Owner for a progress payment in the form attached hereto as **Exhibit "I"** (the "Application for Payment"), along with all other information and documents required by Section 16.6 or otherwise requested by Owner to substantiate Contractor's right to a progress payment, on or before the twenty-fifth (25th) day of the calendar month (the "Application Date") for Work properly completed during the one month period commencing on the first (1st) day of the month and reasonably estimated to be complete by the last day of the month.
- 16.3.1 Upon Owner's prior written approval, which shall be in Owner's sole and exclusive discretion, Contractor may also submit, as part of an Application for Payment and along with proper substantiation, for a progress payment for materials properly stored during the period described in Sec. 16.3.
- 16.3.1.1 Owner's approval of Contractor's billing for materials stored will not continue from the one-month period in which the approval is given into the next such period, and Contractor is required to obtain Owner's written approval for each Application for Payment.
- 16.4 Contractor's submission of each Application for Payment to Owner for a progress or final payment is a representation by Contractor to Owner that all Work indicated therein is complete and in conformance with the Contract Documents.
- 16.5 Contractor will calculate the progress payment requested in each Application for Payment, as follows:
- 16.5.1 The current value of the Work, which will equal the lowest value of Work properly completed and in place and, if Owner has provided written approval, materials properly stored based upon:
- 16.5.1.1 The percentage and value of materials properly stored and Work properly completed and in place based upon the Schedule of Values;
- 16.5.1.2 The projected percentage and projected value of materials properly stored and Work properly completed and in place based upon the Draw Schedule;
- 16.5.1.3 The value of materials properly stored and Work properly completed and in place based upon actual Cost of the Work incurred by Contractor through the last date of the month, which Contractor has either paid or intends in good faith to pay upon receipt of Payment from Owner, along with copies of invoices, pay requests, and vouchers from subcontractors, suppliers, and vendors to substantiate the Cost of the Work incurred that pay period;
- 16.5.2 Less retainage on the current value of the Work
- 16.5.3 Less the amount Owner has paid Contractor through the Application Date, plus any anticipated payments from Owner to Contractor through the last date of the month;
- 16.6 Owner's obligation to review and process each Application for Payment of a progress payment is subject to Contractor providing the following documents, which are absolute conditions precedent to Owner's obligation to make such progress payment to Contractor:
- 16.6.1 A notarized "Waiver and Release of Lien Upon Progress Payment" signed by Contractor in the form attached hereto as **Exhibit "L"**;
- 16.6.2 A notarized "Unconditional Waiver and Release of Lien" in the form attached hereto as **Exhibit "K"**, signed by each first-tier and, if directed by Owner, lower tier subcontractor, supplier, and vendor whose portion of the Work was included and paid in the previous Application for Payment;

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- 16.6.3 Contractor's signed and notarized "Progress Payment Affidavit" in the from attached hereto as **Exhibit "M"**, setting forth all outstanding and unpaid bills for Work or materials which have been incurred on the Project to date;
 - 16.6.4 Contractor's updated Construction Schedule; and
 - 16.6.5 Such other evidence of performance of the Work, the costs thereof and the payment therefore as Owner may deem necessary or desirable, all in a form and content acceptable to Owner.
- 16.7 Owner's payment of any Application for Payment for a progress or final payment shall not constitute acceptance of defective, non-conforming, or incomplete Work.
- 16.8 Contractor's failure to properly prepare and support an Application for Payment for a progress or final payment, including requesting payment for Work not performed or failure to include all the information and documents required by Owner, may result in Owner returning the Application for Payment to Contractor without review for Contractor's correction and resubmission to Owner.

17 PROGRESS PAYMENTS

- 17.1 Owner will review and notify Contractor within fifteen (15) days of the date that Owner receives a properly prepared Application for Payment, and all information and documents required by Section 16, whether the payment requested is approved or rejected, in whole or in part. Owner's notice will indicate the amount and basis for rejecting all or any part of the Application for Payment.
- 17.2 Owner will pay to Contractor an amount equal to ninety percent (90%) of the net amount approved, after deducting any sums withheld by Owner under Section 18 of the Agreement or otherwise due Owner as a credit, backcharge, or set-off, within thirty (30) days of Owner's receipt of each properly prepared and supported Application for Payment. The remaining ten percent (10%) constitutes "Retainage."
- 17.2.1 Upon Contractor's request, Owner may, at its sole discretion, release a portion of the retainage to Contractor to be paid to one or more identified subcontractors who fully and properly complete their portion of the Work before the overall progress of the Work is fifty (50%) percent complete.
- 17.2.2 The remaining retainage will be released to Contractor when at Final Completion.
- 17.3 Owner may, at its sole and absolute discretion, and without obligation, make joint or direct payments to subcontractors, suppliers, vendors, and workers, of any tier, for labor, materials, equipment, and services provided in connection with the Work, in which event such payments will be credited against the Contract Price and deducted from the Contract Price.
- 17.4 The provisions of this Article and Article 18 are in lieu of any provisions of Florida's Prompt Payment Act, Fla. Stat. §§ 713.346(2) and 715.12.

18 WITHHOLDING PAYMENT TO CONTRACTOR

- 18.1 Owner may withhold its approval of an Application for Payment of a progress or final payment, or withdraw an approval previously given, in whole or in part, if and to the extent that Owner determines, in its sole and absolute discretion, that such action is prudent to protect Owner from loss or damage due to:
- 18.1.1 Failure of the Contractor to carry out the Work in conformance with the Contract Documents;
 - 18.1.2 Defective Work not remedied;
 - 18.1.3 Claims filed or reasonable evidence indicating the probable filing of such claims;
 - 18.1.4 Failure or alleged failure of Contractor to pay subcontractors, suppliers, vendors, or others of any tier, providing labor, materials, equipment, or services in relation to the Work, in accordance with their agreements with Contractor;

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- 18.1.5 Failure of Contractor to satisfy all conditions precedent to payment, including without limitation Contractor's failure to provide an updated Construction Schedule and required lien waivers and releases;
 - 18.1.6 Reasonable evidence that the Work will not be completed within the Contract Price;
 - 18.1.7 Damage to Owner or others, including without limitation, the Design Professional, a Separate Contractor, neighboring property owners, tenants, invitees, licensees, and trespassers;
 - 18.1.8 Reasonable evidence that the Work will not be completed with the Contract Time;
 - 18.1.9 Failure to transfer claims of lien from the Property;
 - 18.1.10 Failure of Contractor to submit any information required by this Agreement.
- 18.2 In the event that Owner sustains any loss or damage as contemplated by Sec. 18.1 above, Owner will be entitled to setoff its costs attributable to any loss or damage against any sums that are otherwise owed Contractor under this or any other contract between Owner and Contractor.
- 18.3 Contractor shall not stop Work pending resolution of a dispute between Owner and Contractor.

19 FINAL PAYMENT

- 19.1 Upon achieving Final Completion, Contractor will submit an Application for Payment to Owner for final payment on the "**Application for Payment**" form attached to the Agreement as **Exhibit "J"**, along with all documents required by Section 19.2 or otherwise requested by Owner to substantiate Contractor's right to final payment.
- 19.2 Owner's obligation to review and process the Application for Payment of final payment is subject to Contractor providing the following documents, which are absolute conditions precedent to Owner's obligation to make such final payment to Contractor:
- 19.2.1 Contractor's final accounting signed by Contractor's CFO or a CPA;
 - 19.2.2 Contractor's notarized waiver and release of lien upon final payment signed by Contractor on the "**Waiver and Release Upon Final Payment**" form attached to the Agreement as **Exhibit "N"**;
 - 19.2.3 Notarized unconditional final waivers and releases of lien signed by all first tier, and, if directed by Owner, lower tier subcontractors, suppliers, and vendors on the "**Waiver and Release Upon Final Payment**" form attached to the Agreement as **Exhibit "N"**;
 - 19.2.4 Contractor's certification to Owner that the Project has been fully completed in conformance with the Plans and Specifications
- 19.3 Owner will pay the unpaid balance of the Contract Price to Contractor within thirty (30) days after all of the following absolute conditions precedent to Owner's obligation to make final payment are satisfied:
- 19.3.1 Contractor achieves Substantial Completion of the Work as defined in Article 12;
 - 19.3.2 Contractor completes all items on the Punchlist as provided for in Article 14;
 - 19.3.3 Owner approves Contractor's Application for Final Payment;
 - 19.3.4 Owner approves Contractor's final accounting;
 - 19.3.5 Contractor assigns to Owner all subcontractor and manufacturer warranties not already issued in Owner's name;
 - 19.3.6 Contractor makes final payment to all subcontractors, suppliers, vendors, and workers of any tier;

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- 19.3.7 Contractor provides Owner with a notarized Contractor's final affidavit that complies in every respect with Fla. Stat. §713.06 on "Contractor's Final Affidavit" form attached to the Agreement as Exhibit "O";
- 19.3.8 Completion of "As-Built" Plans showing the completed Project and the location of all easements and encroachments, if any, and showing all approved conditions, utility locations, certified by a licensed Florida land surveyor. Contractor shall furnish to Owner, as a Cost of the Work, four (4) sets of "As-Built" Plans, or an electronic copy, certified by Contractor to be true and correct and approved by the engineer or record and any applicable government agency.
- 19.4 Acceptance of the Work as achieving Final Completion will not constitute acceptance of any defective, incomplete, or non-conforming Work or improper materials or workmanship or waiver of any claim which Owner may have under the Contract Documents or under the Applicable Laws; unless expressly identified with particularity and acknowledged by Owner in a written Change Order signed by an authorized representative of Owner
- 19.5 Owner may, in its sole and absolute discretion, agree to make Final Payment to Contractor before Contractor completes all items on the Punchlist, in which event Owner will have the right to withhold an amount equal to two hundred percent (200%) of the estimated cost to complete all incomplete, nonconforming, and defective Work, as determined by Owner.

20 AGREEMENT TO CORRECT DEFECTIVE WORK

- 20.1 In addition to any other warranty obligation owed to Owner by contract or law, Contractor will promptly and diligently upon its discovery or its receipt of Owner's notice, whichever occurs first, and, at Owner's option, correct, complete, or remove and replace (collectively, to "Remediate") all Work found to be defective, non-conforming, or incomplete (collectively, "Defects"), whether discovered before or after Substantial Completion. Contractor will commence to Remediate Defects identified by Owner as an emergency no more than twenty-four (24) hours after Contractor's discovery or Contractor's receipt of Owner's notice thereof. Contractor will commence to Remediate all other Defects no more than ten (10) days after Contractor's discovery or Contractor's receipt of Owner's notice thereof. Owner may, but shall not be required to, Remediate Defects at Contractor's cost in the event Contractor fails to commence and thereafter diligently continue to Remediate any Defect within the times indicated until fully Remediated. Owner may also, but shall not be required to, Remediate Defects at Contractor's cost, without prior notice to Contractor, in the event that Owner determines that a Defect poses an unreasonable risk of harm to person, property, or Owner's economic interests. Contractor shall immediately pay the expenses incurred by Owner to Remediate any Defects.
- 20.2 Contractor's corrective Work will conform in all respects with the Contract Documents. All costs related to the Remediation of Defects, including but not limited to the cost to uncover, remove, replace, and reinstall equipment and materials to gain access to the Defects or damaged during the Remediation Work will be borne by Contractor. Contractor's Surety will expressly guarantee full and timely performance of Contractor's warranty obligations herein.
- 20.3 Contractor's obligation to Remediate Defects will in no event establish a limitation period for Contractor's other obligations under the Contract Documents, including without limitation its obligation to perform the Work in conformance with the Contract Documents.

21 CHANGES TO THE WORK

- 21.1 Owner may, at any time, without invalidating this Agreement, and without notice to the Surety, if any, make changes within the general scope of the Work ("Change(s) to the Work"). To be effective, all Changes to the Work must be memorialized by a change order signed by Owner and Contractor ("Change Order") on the "Change Order" form attached hereto as Exhibit "P" and signed by an authorized representative of Owner.

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- 21.2 Changes to the Work may be accomplished after the Parties sign this Agreement, by Amendment, Change Order, or Field Directive.
- 21.3 Contractor will make no Change(s) to the Work unless and until Owner authorizes Contractor to make such Change(s) to the Work by a written Change Order or Field Directive signed by Owner in accordance with, and in strict compliance with, the requirements of the Contract Documents. No person acting for or on behalf of Owner will have authority to modify or waive this requirement, which is an essential term of the Agreement.
- 21.4 Contractor will proceed promptly to perform all Changes to the Work upon receipt of either a Change Order or a Field Directive signed by Owner, unless provided for otherwise therein.
- 21.5 No claim that Owner has expressly or impliedly accepted alterations or additions to the Work, or that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any unjust enrichment, shall be the basis for any claim to an increase to the Contract Price or Contract Time or both.
- 21.6 In no event will Contractor be entitled to an adjustment of the Contract Price or Contract Time or both on the basis that a Change to the Work is necessitated by Contractor's failure to familiarize itself with the Applicable Laws or the practices of any governing authority with jurisdiction over the Project or the Work.

22 CHANGE REQUEST

- 22.1 Contractor shall, within seven (7) calendar days following receipt of a written change request or, if applicable, within the time set forth in a Field Directive from Owner, submit to Owner a written proposal for fully performing the proposed change to the Work ("Contractor's Proposal"). Contractor's Proposal will include all time and cost affects, if any, arising out of or relating to the proposed change to the Work.
- 22.2 Contractor's Proposal will set forth in detail Contractor's proposed net adjustment to the Contract Price, if any, to carry out the proposed changes to the Work. Unit prices in the Schedule of Values will be the basis for Contractor's Proposal unless Owner and Contractor agree otherwise in writing. If Owner and Contractor agree otherwise, Contractor will provide a cost estimate and backup documentation for the following cost categories:
- 22.2.1 Materials, quantities and unit prices, if applicable;
 - 22.2.2 Labor man hours and wages by trade;
 - 22.2.3 Equipment type and size and rental rate;
 - 22.2.4 Subcontract cost with backup detail for such items.
- 22.3 Contractor's sole markup for all net additive Changes in the Work shall be limited to the markups identified in Section 22.3 of the **Key Business Terms**. The amount of credit for net deductive Changes in the Work will be actual net decrease to the Contract Price, as supported by Contractor and confirmed by Owner.
- 22.4 Contractor's Proposal will identify in detail Contractor's best estimate of the actual increases and decreases to the Contract Time, and a proposed net adjustment to the Contract Time, if any, to carry out the proposed changes to the Work, along with providing the following information:
- 22.4.1 The duration of time to perform the proposed changes to the Work;
 - 22.4.2 Identification of all necessary predecessor and successor activities to the performance of the proposed change to the Work, along with a description of their logic relationship to the proposed changes to the Work, such as start to start, start to finish, and finish to finish, along with any lag time;
 - 22.4.3 Dates on the most current update to the Construction Schedule when Contractor anticipates commencing and completing performance of the proposed changes to the Work;
 - 22.4.4 All activities in the most current update to the Construction Schedule that will be affected in any way by the proposed changes to the Work;

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- 22.4.5 All critical path activities in the most current update to the Construction Schedule that will be delayed or accelerated by the proposed changes to the Work;
 - 22.4.6 Contractor's proposed revisions to the most recent update to the Construction Schedule, including changes in logic, durations, and relationships between activities in and activities added to or deleted from the most recent update to the Construction schedule; and
 - 22.4.7 Demonstrate to Owner's satisfaction of the extent, if any, to which the proposed changes to the Work will cause Contractor to accelerate or to delay critical path activities on the most current update to the Construction Schedule.
- 22.5 Owner may issue a Field Directive to Contractor in the event Owner decides to proceed with any Changes in the Work before Owner accepts Contractor's Proposal, regardless of whether Owner has received Contractor's Proposal, and whether the time period for pricing the proposed changes to the Work has expired.
- 22.6 If Contractor fails to submit Contractor's Proposal to Owner within the time period for pricing the proposed Changes to the Work, Owner may issue a Change Order to Contractor for the Changes to the Work, setting forth Owner's estimate of the adjustments to the Contract Price or Contract Time or both resulting from the Changes to the Work, which will be binding on Contractor, without further negotiation.

23 CHANGE ORDERS

- 23.1A Change Order is a written order prepared by Owner and signed by Contractor and Owner after execution of the Agreement, memorializing their full and final agreement upon all of the following:
- 23.1.1 A Change to the Work;
 - 23.1.2 The amount of the adjustment to the Contract Price, if any; and
 - 23.1.3 The extent of the adjustment to the Contract Time, if any.

24 FIELD DIRECTIVE

- 24.1A Field Directive is a written directive in substantially the same form as "Exhibit Q" attached hereto signed by Owner and issued to Contractor that authorizes Contractor to proceed with performing Change(s) to the Work in advance of the Parties reaching a full and final agreement to an adjustment, if any, to the Contract Price or the Contract Time or both. Owner may also issue a Field Directive where the Parties dispute whether certain work is defective or required by the Contract Documents. Issuance of a Field Directive is not an admission that Contractor is entitled to an adjustment to either the Contract Price or the Contract Time.
- 24.2A Field Directive may propose, at Owner's option, an adjustment or a method for adjusting the Contract Price. Upon receipt of a Field Directive, Contractor shall within seven (7) days receipt of the directive promptly advise Owner of Contractor's agreement or disagreement with the adjustment or the proposed method of adjustment set forth therein, or inform Owner of any cost or schedule impacts made necessary by the Field Directive if no adjustment is set forth therein. A Field Directive signed by the Contractor indicates agreement of the Contractor therewith, including the adjustment or proposed method of adjustment to the Contract Price, which will be effective immediately and recorded as a Change Order. Failure to respond within such time shall constitute acceptance of the Field Directive.
- 24.3 Unless Owner directs otherwise, Contractor will not stop or suspend performance of a Field Directive in the event of a dispute between the Parties as to the adjustment to the Contract Price or the Contract Time or both resulting from a Change to the Work. In such an event, Contractor will keep and present to Owner on a weekly basis separate, accurate cost records, including time sheets, invoices, and equipment utilization records, of the actual costs incurred and costs saved by Contractor for the direct cost of the Work items set forth in Section 22.2 to perform the Changes in the Work. In no event will Owner be obligated to increase the Contract Price by more than the sum of such actual cost records, plus a reasonable Markup calculated in conformance with Section 22.3.

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24.4 Upon Contractor's agreement with a Field Directive in accordance with Sec. 24.2 above, the Contractor and Owner will enter into a Change Order memorializing the terms of the Field Directive. In no case may Contractor include any amounts in an Application for Payment until such Change Order is executed.

25 CONSTRUCTION SCHEDULE

25.1 Contractor prepared and submitted the Construction Schedule (the "Construction Schedule"), prior to the execution of this Agreement, which is attached hereto as **Exhibit "F"**. Unless approved by Owner, Contractor will prepare the Construction Schedule using a critical path ("CPM") analysis of construction activities and logical relationships for the orderly and timely performance and completion of all Work.

25.2 The Construction Schedule shall be complete in all respects, covering, in addition to activities and interfaces with other contractors at the Project, off-Site activities such as design, fabrication, an allowance for normal adverse weather delays consistent with Section 15.4, submittals, procurement and delivery to the Site of Contractor and Owner furnished material and equipment. In addition, Contractor will submit a detailed written narrative description of its plan for performing the Work that tracks the Construction Schedule.

25.3 The Construction Schedule shall include the following:

- 25.3.1 Separate activities for each item of work performed by each trade in each discrete location of the Project;
- 25.3.2 The necessary predecessor and successor activities for each activity and their logical connection to the activity;
- 25.3.3 The duration, early start, early finish, late start, late finish, and float time for each activity
- 25.3.4 Brief description of each activity;
- 25.3.5 Indication of all activities on the critical path;
- 25.3.6 Indication of all activities with less than one (1) month of float; and
- 25.3.7 Contract and other major milestones.

25.4 The initial Construction Schedule and each periodic update of the same shall be accompanied by a separate tabular listing of all activities in the Construction Schedule which shall include the following:

- 25.4.1 A listing of all activities by activity description, each identified by mode or activity number;
- 25.4.2 The duration of each activity;
- 25.4.3 Earliest start and finish dates for each activity;
- 25.4.4 Latest start and finish dates for each activity;
- 25.4.5 Float time for each activity;
- 25.4.6 As each duration, start date, finish date and float times of each activity become actual, it shall be noted as such on the periodic update; and
- 25.4.7 As each activity is completed, it shall be noted as such on the periodic update.

25.5 Contractor shall promptly inform Owner of any proposed change in the Construction Schedule and shall furnish Owner with a revised Construction Schedule and narrative within ten (10) calendar days after approval by Owner of such change in the form of a Change Order. The Construction Schedule, shall be kept current, taking into account the actual progress of Work and shall be updated and submitted to the Owner every thirty (30) calendar days. The revised Construction Schedule and narrative shall be sufficient to meet the requirements for the completion of the separable parts of any and all Work as set forth in this Agreement. No Application for Payment will be approved by the Owner until receipt of these Construction Schedule updates.

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26 PROGRESS

26.1 Contractor will keep Owner fully informed in writing in advance of the progress of the Work as to Contractor's plans for performing each part of the Work. If at any time during the progress of the Work, Contractor's actual progress is inadequate to meet the requirements of this Agreement, Owner may notify Contractor in writing that it is behind schedule, in which event Contractor will promptly take such steps as may be necessary to recover the planned progress of the Work.

26.2 If Contractor does not recover the planned progress of the Work within the time set by Owner in the notice, or within a reasonable period of time as determined by Owner, then Owner may require that Contractor take all or some of the following actions, without any increase to the Contract Price: increase the number of Contractor's workers; increase the number of shifts; work overtime or weekends; expedite the procurement and delivery of materials and equipment; increase the amount of construction plant at the Site; supplement Contractor's performance of the Work through separate contractors. Owner may also, in its sole discretion, itself supplement Contractor's performance of the Work through the hiring of separate contractors, in which case Contractor will be liable to Owner for any costs incurred by Owner to supplement Contractor's workforce. In no event will Owner's issuance of notice, or failure to issue notice, relieve Contractor of its obligation to achieve the quality of Work and rate of progress required by this Agreement.

26.3 Failure of Contractor to comply with the instructions of Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within times specified. Upon such determination, Owner may terminate Contractor's right to proceed with the performance of this Agreement, or any separable part thereof, in accordance with the applicable provisions of this Agreement.

27 DEFAULT

27.1 Contractor shall be in default under the Contract Documents under any of the following circumstances:

- 27.1.1 Failure of the Contractor to supply enough properly skilled workers or materials to maintain the planned progress of the Work;
- 27.1.2 Failure to make prompt payment to subcontractors or suppliers for materials or labor in conformance with their agreements with Contractor;
- 27.1.3 Failure to comply with the Applicable Laws;
- 27.1.4 Failure to comply with any terms or conditions of the Contract Documents;
- 27.1.5 Failure to perform Work which conforms to the requirements of the Contract Documents;
- 27.1.6 Failure to meet the Construction Schedule or to make progress so as to endanger the timely completion of the Work; or
- 27.1.7 Abandonment or refusal to proceed with any Work, including Changes to the Work.

27.2 Owner may not terminate the Agreement for default until such time as Owner has provided Contractor notice of its default and given Contractor three (3) days to cure such default, except in circumstances where the nature of the default precludes cure, or a default involving safety to persons in which event Owner can act immediately. If the Contractor fails to cure the default within the three (3) day cure period, the Owner may terminate the Agreement for default under Article 28. Nothing herein will preclude Owner from enforcing all rights and remedies to which Owner is entitled to under the Contract Documents or the Applicable Laws for any breach or default by Contractor, regardless of whether such breach or default is timely cured.

27.3 If a finding of default is made, the Contractor shall remain responsible for performance of the requirements of the Contract Documents.

28 TERMINATION FOR DEFAULT

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28.1 In the event of a default by Contractor which is not cured in accordance with the Section 27.2, Owner may, in addition to any other remedy allowed by the Applicable Laws or provided for in the Contract Documents, terminate in whole or in part, Contractor's right to proceed with the Work by written notice and prosecute the Work to completion by any other method deemed expedient. In such event, Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the Work.

28.2 Owner may withhold any portion of the Contract Price unpaid as of the date of the termination as an offset against any costs reasonably incurred or that may be incurred by Owner to complete Contractor's Work. Contractor and its Surety shall remain liable for all costs exceeding the Contract Price reasonably incurred by Owner in the completion of the Work as scheduled, including cost of administration of any contract awarded to others for completion and Liquidated Damages.

28.2.1 Owner (or any of its associated or affiliated companies) shall have the right at any time to set-off any amounts due to Contractor (or any of its associated or affiliated companies) against any amounts owed by Contractor, whether owed to Contractor under this Agreement or any other contractual agreement between the Parties hereto, unless such set-off violates the Applicable Laws.

28.3 Upon termination for default, Contractor shall:

28.3.1 Immediately discontinue Work on the date and to the extent specified in the notice and place no further purchase orders or enter into any new subcontracts to the extent that they relate to the performance of Work terminated;

28.3.2 Inventory, maintain and turn over to Owner all materials, plant, tools, equipment and property furnished by Contractor or provided by Owner for performance of Work;

28.3.3 Promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Work or assign those agreements to Owner as directed;

28.3.4 Assign all subcontracts identified by Owner to either Owner, Contractor's surety, or a replacement contractor;

28.3.5 Cooperate with Owner in the transfer of information and disposition of Work in progress so as to mitigate damages;

28.3.6 Comply with other reasonable requests from Owner regarding the terminated Work; and

28.3.7 Continue to perform in accordance with all of the terms and conditions of this Agreement, such portion of Work that is not terminated.

28.4 If, upon termination pursuant to this Article, it is determined for any reason that Contractor was not in default, said termination will be converted to an Optional Termination under Article 29 and the rights and obligations of the parties shall be the same as under Article 29 of the Agreement.

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29 OPTIONAL TERMINATION

29.1 Owner may, at its option (an "Optional Termination"), terminate this Agreement in whole or in part, at any time, for any reason, with or without cause, by written notice to Contractor. Contractor's sole remedy for an Optional Termination will be to receive payment from Owner in accordance with Section 29.3 below, which in no event will exceed the Contract Price. Contractor waives any claim for damages from Owner as a result of an Optional Termination to the extent not expressly provided for in Section 29.3, including but not limited to loss of anticipated profits on unperformed Work.

29.2 Upon receipt of Owner's notice of an Optional Termination, Contractor shall, unless the notice requires otherwise:

- 29.2.1 Immediately discontinue Work to extent specified in the notice;
- 29.2.2 Place no further orders for labor, materials, services, or facilities, other than as may be necessary or required for completion of any Work not subject to the Optional Termination;
- 29.2.3 Promptly cancel or terminate all applicable subcontracts, purchase orders, and equipment rental agreements on terms satisfactory to Owner, except to the extent that such subcontracts, purchase orders, or rental agreements are not subject to the Optional Termination or are identified by Owner as subcontracts, purchase orders, and rental agreements that Owner or its designee elects to accept the assignment thereof;
- 29.2.4 Assign all subcontracts, purchase orders, and rental agreements identified by Owner or its designee for acceptance of assignment;
- 29.2.5 Assist Owner in the maintenance, protection and disposition of property acquired by Owner under this Agreement to the extent requested by Owner in writing; and
- 29.2.6 Complete performance of any Work that is not subject to the Optional Termination.

29.3 In the event of an Optional Termination, Owner will pay to Contractor as full and final payment for all cost, expenses, and damages arising out of or relating to the Optional Termination, as follows (without duplication of any cost or charge):

- 29.3.1 That portion of the Contract Price due and not previously paid to Contractor for Work properly performed and completed in conformance with this Agreement through the effective date of the Optional Termination; and
- 29.3.2 The reasonable and necessary costs incurred by Contractor to demobilize from the Site, and to cancel, terminate, and assign subcontractors, purchase orders, and rental agreements in accordance with the Contract Documents.

29.4 In the event of a partial Optional Termination, the Contract Price will be reduced by Amendment to the Agreement to reflect the value of the remaining Work not subject to the Optional Termination in proportion to the Contract Price initially established for the entire Work.

29.5 Within thirty (30) days after its receipt of the notice of Optional Termination, Contractor will submit Contractor's Proposal to adjust the Contract Price and Contract Time in proportion to the initial Contract Price and Contract Time to accurately reflect the savings realized by the termination, resulting from the terminated Work. Owner will promptly review Contractor's Proposal, and then notify Contractor whether the Proposal is accepted. Owner will provide Contractor with the basis for rejecting all or any part of the Proposal, in which event Contractor may make a claim in strict conformance with the Contract Documents of any objection it may have to Owner's determination.

30 SUSPENSION

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30.1 Owner may, at its sole option, suspend at any time and for any reason, with or without cause, the Contractor's performance of all or any portion of Work (a "Suspension"). Owner will notify Contractor in writing of any Suspension. Owner's notice may designate the amount and type of plant, labor and equipment to be committed to the Project during the Suspension period. Contractor will use best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with Suspension.

30.2 Upon receipt of a notice of Suspension, Contractor shall, unless the notice requires otherwise:

- 30.2.1 Immediately discontinue Work to the extent specified in the notice;
- 30.2.2 Enter into no new subcontracts, purchase orders, or rental agreement, except if and to the extent authorized by Owner in writing;
- 30.2.3 Suspend all applicable subcontracts, purchase orders, and rental agreements on terms satisfactory to Owner;
- 30.2.4 Continue to protect and maintain the Work, including those portions on which Work has been suspended; and
- 30.2.5 Take any other reasonable steps to minimize costs associated with such Suspension.

30.3 The Contract Price will be adjusted if and to the extent that Contractor incurs additional reasonable and necessary costs as a direct result of the Suspension, without duplication, as follows:

- 30.3.1 Agreed upon rates for Contractor's administrative staff and supervisory personnel, construction equipment, plant, and Site overhead costs if and to the extent that such staff, personnel, equipment, and plant is idle and not reasonably available for other work during the Suspension period due to their standby status;
- 30.3.2 Costs incurred in connection with mobilization and demobilization from the Site;
- 30.3.3 Costs incurred to maintain and protect the Work; and

30.4 Upon receipt of notice to resume the suspended Work, Contractor will immediately resume performance of the suspended Work to the extent allowed by the notice. Contractor will submit for Owner's review a revised Construction Schedule accurately reflecting all time effects resulting from the Suspension. Any claim that Contractor wants to make for an adjustment to the Contract Price or Contract Time arising out of or relating to the Suspension must be made within ten (10) calendar days after Contractor's receipt of Owner's notice to resume Work; otherwise any such claim will be deemed waived.

30.5 No adjustment to the Contract Price or Contract Time will be made for any Suspension if and to the extent that Contractor's progress of the Work would have been delayed by any cause not attributable to Owner during the Suspension period.

31 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

31.1 All materials and equipment furnished and Work performed shall be properly inspected by Contractor, and shall at all times be subject to quality surveillance, observations or quality audit by Owner. Contractor shall provide safe and adequate facilities and all samples, plans, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose, Owner shall be afforded full and free access to the shops, factories or places of business of Contractor and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. If Contractor covers all or any portion of the Work after proper notification and prior to any quality surveillance or test by Owner, the cost of any necessary uncovering and replacing shall be borne by Contractor. Neither the failure to make such quality surveillance, observation or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Contractor for such Work, materials or equipment, shall prejudice the rights of Owner thereafter to correct or reject the same in conformance with Article 20 of the Agreement.

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31.2A procedure for inspections and quality control has been established in the Project Manual. These procedures are material to this Agreement and must be strictly followed.

32 COORDINATION AND CORRELATION OF PLANS AND SPECIFICATIONS

32.1 Contractor represents to Owner that Contractor and its subcontractors and material and equipment suppliers have carefully reviewed the Contract Documents, including all general and specific details therein, and compared such Contract Documents to the physical conditions of the Site. Contractor further represents to Owner that Contractor has notified Owner and Design Professional in writing of any and all errors, omissions, ambiguities, or discrepancies known to Contractor or its subcontractors or suppliers to exist within the Contract Documents, and between the Contract Documents and the physical conditions of the Site and that any such known errors, omissions, ambiguities, or discrepancies have been corrected before this Agreement was signed.

33 INDEPENDENT CONTRACTOR

33.1 Contractor represents that it is experienced and properly qualified to perform the type and magnitude of Work provided for in the Contract Documents. Contractor further represents that it is properly licensed, equipped, organized and financed to perform such Work.

33.2 Contractor is an independent contractor engaged in its own business, and is not, nor shall be deemed to be, an agent or employee of Owner. Contractor will not hold itself out or represent itself as an employee of Owner.

33.3 Contractor will not participate in the Retirement Plan for Salaried Employees of Rayonier, Inc., or any of Owner's health insurance programs, life insurance programs, long-term disability programs, or any other welfare or benefit programs during the term of this Agreement, regardless of whether the Internal Revenue Service should classify Contractor as an employee for purposes of Federal employment taxes.

33.4 Nothing contained in this Agreement or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner. Contractor shall perform all Work in accordance with its own methods subject to compliance with this Agreement.

34 SUBCONTRACTORS

34.1 Within ten (10) days of signing this Agreement, Contractor shall provide Owner with the following:

- 34.1.1 The form of subcontract agreement to be used by the Contractor;
- 34.1.2 A list of subcontractors and suppliers to be used by the Contractor with the amount of their subcontracts and copies of signed subcontracts through that time period;
- 34.1.3 All subcontracts subsequently entered into shall be promptly provided by Contractor to Owner;
- 34.1.4 From time to time, Contractor will provide Owner within ten (10) days of Owner's written request, a list of all subcontractors and suppliers with whom Contractor has or intends to contract any portion of the performance of the Work or supply of any materials and equipment in compliance with Fla. Stat. § 713.165; and
- 34.1.5 From time to time, Contractor will provide Owner within ten (10) days of Owner's request, a sworn statement of account signed by Contractor showing the nature of all labor or services performed and to be performed, if any, the materials furnished, the materials to be furnished, if known, the amount paid on account to date, the amount due, and the amount to become due, if known, as of the date of the statement in compliance with Fla. Stat. § 713.16.

34.2 Contractor shall ensure that each Subcontractor agreement and lower tier agreements includes the following:

- 34.2.1 A provision incorporating all terms and conditions of this Agreement into such agreement;
- 34.2.2 A provision specifying the withholding of retention by Contractor in at least the same amounts as required by this Agreement;

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- 34.2.3 A provision in all subcontracts, rental agreements, and purchase orders, for the benefit of Owner obligating the subcontractors, equipment lessors or suppliers to remain bound to Owner by their respective agreements with Contractor in the event of Contractor's default under this Agreement or Contractor's termination; and
- 34.2.4 A provision whereby the subcontractor or supplier waives any of its rights against Owner and Design Professional for damage caused by fire or other casualties for which it is, or under the terms of this Agreement, should be insured.

35 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

35.1 Contractor represents to Owner that neither Contractor, nor any officer, director, partner or shareholder who holds ten percent (10%) or more of the outstanding stock of Contractor, has any financial interest in, or as an officer, director, partner or ten percent (10%) plus shareholder of any firm, person or entity which has been or may be contracted to under a subcontract, purchase order, or equipment rental agreement to furnish labor, material, plant, equipment, or services in connection with the construction or the Project. In the event Contractor seeks to enter into any contract with any such party, Contractor agrees to give written notification and obtain the written approval of Owner before entering into such subcontract, purchase order, or equipment rental agreement.

36 AUTHORIZED REPRESENTATIVE – PROJECT MANAGER'S SUPERVISION

- 36.1 Before starting Work, Contractor shall designate a competent, authorized representative (the "Authorized Representative") acceptable to Owner to represent and act for Contractor. Contractor shall inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of its authority to represent, act for, and bind Contractor. Such writing will specify any and all limitations of such authority. Contractor shall keep Owner informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Site at all times when Work is in progress. During periods when Work is suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency Work which may be required. All notices, determinations, instructions and other communications given to the Authorized Representative of the Contractor shall be binding upon Contractor.
- 36.2 The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Owner. If, at any time during the term of this Agreement, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reason whatsoever, unacceptable to the Owner, Contractor shall replace the unacceptable personnel with personnel acceptable to the Owner.
- 36.3 Owner shall also designate a competent, authorized representative ("Owner's Authorized Representative") to represent and act for Owner.

37 LAWS AND REGULATIONS

- 37.1 Contractor and its employees and representative shall at all times, comply with all Federal, State, and local laws, statutes, rules, regulations, ordinances, orders, codes, and restrictive covenants that apply in any way to the Project or the Work (the "Applicable Law(s)").
- 37.2 Contractor may submit a proposal to adjust the Contract Price in the event that there is a change to the Applicable Laws enacted after the Parties sign the Agreement that materially increases the cost of the Work. Contractor's Proposal will be made within twenty-one (21) days of the effective date of the change to the Applicable Laws, providing detailed documentation of the cost effects of such change to the Applicable Laws will have on the Cost of the Work; otherwise any claim in relation to the change in the Applicable Laws will be deemed waived. If Owner concurs, the Parties will sign a Change Order memorializing the adjustment to the Contract Price and its basis.

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37.3 Contractor will promptly notify Owner and Design Professional in the event that Contractor discovers or becomes aware of any discrepancy or inconsistency between the Contract Documents and any Applicable Laws. Owner will issue such instructions as may be necessary.

38 STANDARDS AND CODES

38.1 Wherever references are made in the Contract Documents to standards or codes in accordance with which Work is to be performed or tested, the edition or revision of the standards or codes in effect on the date of this Agreement shall apply, unless otherwise expressly set forth in the Contract Documents. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.

39 COOPERATION WITH OTHERS

39.1 Owner and its separate contractors, service providers, and consultants, and the subcontractors to any of them, will or may be performing operations or other work at the Site during Contractor's performance of the Work, in which event neither Contractor nor Owner nor any of the various contractors, subcontractors, service providers, and consultants will have exclusive right to access and use the Site. Contractor will allow Owner and its separate contractors, service providers, and consultants a reasonable right to access and use the Site in connection with their performance of operations and work on the Site. Contractor further acknowledges that there will or may be reasonable delays and hindrances to the performance of its Work resulting from the shared use of the Site, which have been accounted for in the Contract Price. Contractor will cooperate with Owner and its separate contractors, service providers, and consultants to avoid any unreasonable delays or hindrances as a result of the shared use of the Site. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.

39.2 If any part of the Work depends on proper execution or results from any work performed by Owner or any separate contractor ("Prior Work"), Contractor shall, prior to proceeding with its Work, promptly report to Owner any apparent discrepancies or defects in such Prior Work that render it unsuitable for proper execution of the Work. Failure of Contractor to so report shall constitute Contractor's acceptance of the Prior Work as fit and proper to receive the Work, except as to latent defects which may subsequently become apparent in such Prior Work.

40 TAXES

Contractor shall pay all taxes, levies, tariffs, duties and assessments of every nature which may be applicable to any Work under this Agreement. The Contract Price includes all taxes imposed by the Applicable Laws at the time this Agreement was signed. Contractor shall make any and all payroll deductions required by the Applicable Laws. Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

41 UTILITIES

41.1 Contractor shall, at its expense, arrange for, develop and maintain all temporary utilities in Work areas to meet the requirements of this Agreement. Such utilities shall be furnished by Contractor at no additional cost to Owner, and shall include, but not be limited to, the following:

- 41.1.1 Public telephone service for Contractor's use;
- 41.1.2 Construction power as required at each point of construction;
- 41.1.3 Construction water as required at each point of construction;
- 41.1.4 Water and sanitation facilities as required throughout the construction; and
- 41.1.5 Waste and garbage service and removal in accordance with local codes.

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41.2 Prior to final acceptance of the Work, the Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Agreement.

41.3 If any temporary utilities are not readily available at the work site, Contractor is responsible for providing alternative supply methods as necessary to complete the work and at no cost to the Owner.

42 WARRANTY

42.1 In addition to other warranties required by the Contract Documents and the Applicable Laws, Contractor warrants to Owner and Design Professional that (1) all materials and equipment furnished in connection with the Work will be, unless expressly specified otherwise by the Contract Documents, new and unused, of good, merchantable quality, and fit for the particular purpose for which they are intended to be used; (2) all Work will conform to the Contract Documents and the applicable manufacturers' instructions, guidelines, and recommendations; and (3) all Work will be performed with good workmanship and in conformance with the Applicable Laws. Contractor will not be liable under this Section for normal wear and tear, or to the extent that any defective Work is caused by the negligent maintenance, operation, alteration, or repair of persons other than Contractor or its subcontractors or suppliers, or any person or entity for which any of them are responsible. All warranty remedies provided to Owner are in addition to Owner's other rights and remedies under the Contract Documents and the Applicable Laws.

42.2 Contractor will require that all subcontractors and suppliers issue assignable written warranties or guarantees jointly to Contractor and Owner that are consistent with Contractor's warranty obligations in the Contract Documents with respect to their portion of the Work.

42.3 Owner and Contractor expressly agree to opt out of the provisions of Section 558.05, Florida Statutes. The provisions of Chapter 558, Florida Stat., shall not apply to this Agreement.

43 INTELLECTUAL PROPERTY INDEMNITY

43.1 CONTRACTOR HEREBY INDEMNIFIES AND SHALL DEFEND AND HOLD HARMLESS OWNER AND ITS REPRESENTATIVES, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL, CLAIMS, LOSSES, COSTS, DAMAGES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED BY OWNER AND ITS REPRESENTATIVES, RESPECTIVELY, AS A RESULT OF OR IN CONNECTION WITH ANY CLAIMS OR ACTIONS BASED UPON INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY COPYRIGHT, PATENT, TRADE SECRET, OR ANY OTHER TYPE OF INTELLECTUAL PROPERTY, AND ARISING OUT OF THE PERFORMANCE OF THE WORK. CONTRACTOR SHALL, AT ITS SOLE EXPENSE, PROMPTLY DEFEND AGAINST ANY SUCH CLAIM OR ACTION UNLESS DIRECTED OTHERWISE BY OWNER OR ITS REPRESENTATIVES; PROVIDED THAT OWNER OR ITS REPRESENTATIVES SHALL HAVE NOTIFIED CONTRACTOR UPON BECOMING AWARE OF SUCH CLAIMS OR ACTIONS, AND PROVIDE FURTHER, THAT CONTRACTOR'S AFOREMENTIONED OBLIGATIONS SHALL NOT APPLY TO EQUIPMENT, MATERIALS OR PROCESSES FURNISHED OR SPECIFIED BY OWNER OR REPRESENTATIVES.

43.2 Contractor shall have the right, in order to avoid such claims or actions, to substitute, at its expense, non-infringing equipment, materials, or processes or to modify such infringing equipment, materials and processes so they become non-infringing or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Agreement.

44 CONTRACTOR REPRESENTATIONS

44.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

44.1.1 Contractor is familiar with the permitting, constructing, inspection and acceptance criteria of the state and local governmental authorities, agencies, and utilities that are responsible for permitting, inspecting, approving, and accepting the Work.

44.1.2 Contractor acknowledges it has had ample opportunity to visit the Site, analyze the Project, inspect the Contract Documents and request any clarification of the Work.

44.1.3 Contractor agrees it is capable and prepared to perform the Work.

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- 44.1.4 Contractor is familiar with and is satisfied as to all Applicable Laws that may affect cost, progress, and performance of the Work.
 - 44.1.5 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
 - 44.1.6 Contractor is aware of the general nature of any other work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 44.1.7 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents.
 - 44.1.8 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 44.2 Contractor further represents and warrants to Owner that there exists no conflict of interest or facts or circumstances which might create any appearance of impropriety as a result of Contractor's engagement by Owner hereunder with respect to Contractor's other clients, past or present, except as otherwise disclosed to Contractor in writing prior to entering into this Agreement. Contractor further represents and warrants to Owner that it will continue in good faith to avoid any conflict of interest or business arrangements which could appear to, or might tend to result in a conflict of interest. Contractor shall advise the Owner's Authorized Representative of any conflict of interest that might arise during the performance of this Agreement.

45 INDEMNITY

- 45.1 TO THE FULLEST EXTENT ALLOWED BY THE APPLICABLE LAWS, CONTRACTOR WILL DEFEND, INDEMNIFY, AND HOLD OWNER, AND DESIGN PROFESSIONAL, AND ANY EMPLOYEE, AGENT, REPRESENTATIVE, OR CONSULTANT OF ANY OF THEM, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING ATTORNEY, EXPERT, AND CONSULTANT FEES AND LEGAL EXPENSES, THAT ARISE OUT OF OR RELATE TO ANY ACT OR OMISSION BY CONTRACTOR, OR ANY SUBCONTRACTOR OR SUPPLIER OF ANY TIER, OR ANY EMPLOYEE, AGENT, REPRESENTATIVE, OR CONSULTANT OF ANY OF THEM, AND RESULTS IN PERSONAL INJURY, SICKNESS, DEATH, OR PROPERTY DAMAGE TO THE MAXIMUM LIMITS OF THE LIABILITY AND EXCESS/UMBRELLA INSURANCE THAT CONTRACTOR IS REQUIRED TO PROVIDE UNDER THE AGREEMENT OR THE CONTRACT PRICE, WHICHEVER IS GREATER, EXCEPT IN THE EVENT THAT SUCH CLAIMS, DAMAGES, LOSSES, AND EXPENSES ARE CAUSED BY THE SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL, WANTON OR INTENTIONAL MISCONDUCT OF THE INDEMNIFIED PARTY OR ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, OR CONSULTANTS, OR FOR STATUTORY VIOLATIONS OR PUNITIVE DAMAGES (EXCEPT AND TO THE EXTENT THE STATUTORY VIOLATION OR PUNITIVE DAMAGES ARE CAUSED BY OR RESULT FROM THE ACTS OR OMISSIONS OF CONTRACTOR OR ANY SUBCONTRACTOR OR SUPPLIER OF ANY TIER, OR ANY EMPLOYEE, AGENT, REPRESENTATIVE, OR CONSULTANT OF ANY OF THEM), IN WHICH CASE THIS OBLIGATION SHALL NOT APPLY RELATIVE TO SUCH INDEMNIFIED PARTY. CONTRACTOR ACKNOWLEDGES THAT THE LIMITATION SET FORTH HEREIN IS COMMERCIALY REASONABLE AND WAS INCLUDED IN THE BID DOCUMENTS BEFORE ESTABLISHING THE CONTRACT PRICE.
- 45.2 CONTRACTOR'S OBLIGATIONS UNDER SECTION 45.1 WILL NOT BE LIMITED, WAIVED, OR EXCUSED BY THE PAYMENT OF ANY DAMAGES, BENEFITS, EXPENSES, OR COMPENSATION UNDER ANY EMPLOYEE DEATH OR DISABILITY STATUTE, INCLUDING WORKER'S COMPENSATION, EMPLOYER'S LIABILITY, EMPLOYEE BENEFIT, OR OTHER SUCH ACT.
- 45.3 CONTRACTOR WILL DEFEND, INDEMNIFY, AND HOLD OWNER AND DESIGN PROFESSIONAL, AND ANY EMPLOYEE, AGENT, REPRESENTATIVE, AND CONSULTANT OF ANY OF THEM, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY, EXPERT, OR CONSULTANT FEES, TO THE EXTENT ARISING OUT OF OR RELATING TO THE FOLLOWING:
- 45.3.1 THE FAILURE OF CONTRACTOR, OR ANY SUBCONTRACTOR, OR SUPPLIER, OR ANY EMPLOYEE, OFFICER, AGENT, REPRESENTATIVE, OR CONSULTANT OF ANY OF THEM, TO COMPLY WITH ANY APPLICABLE LAW;
 - 45.3.2 ANY HAZARDOUS MATERIAL BROUGHT TO THE SITE OR RELEASED BY THE NEGLIGENCE OF CONTRACTOR, OR ANY SUBCONTRACTOR OR SUPPLIER, OR, IF PART OF THE WORK, NOT PROPERLY REMOVED FROM THE SITE BY

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CONTRACTOR OR ANY SUBCONTRACTOR OR SUPPLIER, OR ANY EMPLOYEE, OFFICER, AGENT, REPRESENTATIVE, OR CONSULTANT OF ANY OF THEM;

- 45.3.3 ANY LIEN, CLAIM, OR DEMAND BY ANY SUBCONTRACTOR OR SUPPLIER OF ANY TIER AS A RESULT OF ANY ALLEGED FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR OR SUPPLIER OF ANY TIER TO PAY FOR ANY PORTION OF THE WORK, WHETHER VALID OR NOT;
- 45.3.4 ANY MATERIAL BREACH OF THE CONTRACT DOCUMENTS, AND
- 45.3.5 ANY CLAIM OR DEMAND BY DESIGN PROFESSIONAL OR ANY SEPARATE CONTRACTOR AS A RESULT OF ANY ALLEGED ACT OR OMISSION BY CONTRACTOR, OR ANY SUBCONTRACTOR OR SUPPLIER OF ANY TIER, OR ANY EMPLOYEE, AGENT, REPRESENTATIVE, OR CONSULTANT OF ANY OF THEM.

46 LIENS

46.1 Contractor agrees to keep the Project, improvements thereof and the ground appurtenant thereto, free and clear of all liens or claims of lien for or on account of any Work done or materials furnished under this Agreement. In the event a lien or claim of lien is found or claimed against the Project, Contractor agrees that it will, within five (5) days after written notice from Owner, discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Nassau County, Florida, or cause such lien to be transferred to a bond in accordance with Florida Statute §713.24. In the event the Contractor fails to so discharge or bond the lien or liens within such period as required above, Owner shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, the Owner shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due the Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Owner's reasonable attorneys' fees and costs incurred in connection therewith.

46.2 The Agreement shall govern in the event any of its provisions conflict with or are otherwise inconsistent with the provisions of §715.12, Florida Statutes.

47 INSURANCE

47.1 Contractor will purchase and maintain insurance with the minimum coverages and limits set forth in "Contractor's Insurance Requirements" document, which is attached hereto as Exhibit "D".

47.2 To the extent damages are covered and paid by property insurance, the Owner and Contractor waive all claims and rights to recover damages against each other and against Design Professional, and the employees, officers, subcontractors, consultants, agents, and representatives of any of them, except such rights and claims as they may have to the proceeds of such insurance. Owner and Contractor, as applicable, will require those with whom each of them has privity of contract, including Design Professional and the first tier subcontractors, to waive all claims and rights in favor of the other persons identified herein and to include similar waivers in their subcontracts of all tiers.

48 PROJECT CHARACTERISTICS

48.1 Contractor represents and warrants to Owner that Contractor has, by careful examination, satisfied itself as to: (a) the nature, location and character of the Project and the Property; (b) the nature, location and character of the general vicinity in which the Work is to be performed, including, without limitation, its normal climatic conditions, available labor and materials supply and costs, and other tangible and intangible conditions that may adversely affect the timely and proper performance of the Work; and (c) the quality and quantity of all materials, supplies, tools, equipment, labor and services necessary to complete the Work in the manner and within the cost and time required by the Contract Documents.

48.2 Contractor further acknowledges that it will be solely responsible to Owner for the location and protection of all surface and subsurface utility potable and storm water, electric, gas, and sewer lines, cables, pipes, ducts, and conduits.

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48.3 Contractor will satisfy itself as to the nature and location of Work and the general and local conditions under which the Work is to be performed particularly, but without limitation, with respect to the following: those conditions affecting transportation, parking, equipment placement, equipment movement, access, hauling, disposal, handling and storage of materials; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities, and physical conditions at the Project area as a whole; topography and ground surface conditions; equipment and facilities needed preliminary to and during performance of this Agreement; and all other matters which can in any way adversely affect the proper and timely performance of the Work, or the cost associated with such performance. The failure of Contractor to acquaint itself with all applicable conditions will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing this Agreement. Contractor hereby waives any claim for an increase in the Contract Price or extension of the Contract Time due to Contractor's failure to fully comply with this Section or due to Contractor's failure to identify conditions pursuant to this Section which later are a reason for the request for additional cost or time.

49 ACCESS TO WORK AREAS

49.1 Owner and its duly authorized representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over Work areas or any part thereof shall, at all reasonable times, for the purpose of determining compliance with requirements of this Agreement, have access to the Project and the Work. Contractor shall also arrange for Owner, its representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced or fabricated for use under this Agreement.

50 DELIVERY, UNLOADING AND STORAGE

50.1 Contractor shall receive, unload, store in a secure place, and deliver from storage to the installation location, all materials, plant and equipment required for the performance of this Agreement. The storage facilities and methods of storing shall meet Owner's approval, but in no case will Owner be responsible for any damage to or theft of materials, plant, and equipment during storage by Contractor. Materials and equipment subject to degradation by outside exposure shall be stored in a weathertight or watertight enclosure provided by Contractor.

51 CLAIMS

51.1 No claim by Contractor for an increase in the Contract Price or extension of the Contract Time shall be considered unless and until Contractor provides Owner with written notice of such claim not later than seven (7) days after the occurrence of the event giving rise to such claim, but prior to incurring any expenses by Contractor. Failure to give such notice shall constitute a waiver of such claim.

51.2 Owner will review such claims by the Contractor for an increase in the Contract Price within ten (10) days of receipt of the claim and either (i) reject the claim, in whole or part, (ii) approve the claim, in whole or in part, (iii) request additional information of Contractor, or (iv) suggest a compromise. Contractor shall not suspend performance of the Work, but may seek to resolve the dispute through the procedures set forth in Section 51.3 of the Agreement.

51.3 With respect to any dispute arising under the Contract Documents, Owner and Contractor agree to submit the dispute to non-binding mediation; provided that the applicable statute of limitations will be tolled during the pendency of such mediation. In the event Owner and Contractor cannot in good faith agree on a mediator within fifteen (15) days of the request of either party for mediation, or, if the parties remain in dispute following mediation, any such dispute will be resolved by binding arbitration administered by the American Arbitration Association under the then-prevailing Construction Industry Rules of that Association. There shall be no interruption of Work pending the arbitration. The parties consent that any arbitration may be consolidated with any other arbitration concerning with the Project to which Owner or Contractor is a party and that a dispute

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shall not be submitted to such binding arbitration if there are any third parties who are not subject to such binding arbitration but who are necessary and indispensable parties to such dispute.

52 CONTRACTOR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

- 52.1 Contractor will furnish material, equipment and workmanship that conforms with its warranty obligations under Article 42 of the Agreement. Any material or equipment that does not conform to such Warranty obligations will be removed immediately from the Site, and replaced with conforming material and equipment. Any non-conforming workmanship will be corrected immediately. Failure of Owner or Design Professional to discover, or direct Contractor to remove or correct any non-conforming material, equipment and workmanship will not excuse Contractor from its warranty obligations under this Agreement or the Applicable Laws, unless such non-conforming material, equipment and workmanship is expressly accepted with particularity in a signed Change Order.
- 52.2 Contractor shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems and continuously coordinate all phases of the Work. No allowance of any kind will be made for Contractor's failure to foresee means of completing the Work.
- 52.3 Contractor acknowledges that "common practice", "industry standards" and "common usage" are minimum standards of quality that may be superseded by the quality required by Contract Documents.
- 52.4 Contractor shall order and schedule delivery of materials in reasonable time to avoid delays in construction. If an item is found to be unavailable, Contractor shall notify Owner immediately of recommended substitute(s) to permit Owner's selection of a suitable substitute.
- 52.5 Owner and Design Professional will have shared authority for determining conformance of materials, equipment and systems with the requirements of the Contract Documents. Review and approval of all items proposed by Contractor for incorporation into the Work may be by Owner or Design Professional or both.
- 52.6 Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may not be permitted unless specifically noted otherwise. Such substitutions shall be subject to written approval.
- 52.7 When materials, equipment or systems are specified by, performance only, without reference to specific manufacturers' brands or models, Contractor shall submit its own choice for Owner's review and approval, supported by sufficient evidence of conformity with the Contract Documents.

53 SUBSTITUTIONS

- 53.1 Prior to proposing any substitute item, Contractor shall satisfy itself that the item proposed is, in fact, equal to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time or similar demonstrable benefit, the substitution of such item will be in Owner's interest.
- 53.2 The burden of proof of equality of a proposed substitution for a specified item shall be upon Contractor. Contractor shall fully support its request with manufacturer's specifications, test data, and other evidence that will permit Owner and Design Professional to make a reasoned decision on the merits of the proposal. Contractor will provide any further information requested by Owner or Design Professional in connection with a proposed substitution.
- 53.3 All requests for substitutions with submittal data must be made at least sixty (60) days prior to the time Contractor must order, purchase or release for manufacture or fabrication.
- 53.4 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified, will be considered a substitution. Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

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53.5 Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of specific material or method.

53.6 Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance.

53.7 Approval of a substitution shall not relieve Contractor from responsibility for compliance with all requirements of this Agreement. Contractor shall bear the expense for any changes in other parts of the Work caused by any substitutions.

53.8 If Owner rejects Contractor's substitute item on the first submittal, Contractor may make only one additional request for substitution in the same category.

54 EXPEDITING

54.1 Owner may, but is not obligated to, expedite the manufacture or delivery of equipment and material furnished by Contractor under this Agreement. Owner shall be allowed reasonable access to the shops, factories and other places of business of Contractor and its subcontractors and suppliers, for expediting purposes. As required by Owner, Contractor shall supply schedules and progress reports for Owner's use in expediting and Contractor shall cooperate with Owner and require its subcontractors and suppliers to cooperate with Owner in such expediting. Any expediting performed by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Agreement. The Contract Price will be reduced for Owner's cost in expediting any materials and equipment where such action is necessary in Owner's good faith opinion to recover time lost on the Construction Schedule attributable to Contractor or those for whom it is responsible.

55 LINES AND GRADES

55.1 Contractor shall complete the layout of all Work and shall be responsible for all requirements necessary for the execution of any Work in accordance with the locations, lines and grades specified or shown on the plans, subject to such modifications as Owner may require as Work progresses.

55.2 If Contractor or any of its subcontractors or any of their representatives or employees move or destroy or render inaccurate any survey control point, such control point shall be replaced at Contractor's expense.

56 CONTRACTOR FURNISHED SHOP DRAWINGS, DATA AND CORRESPONDENCE

56.1 Review and permission to proceed by Owner or Design Professional as stated in this Agreement does not constitute acceptance or approval of design details, calculations, analysis, test methods, certificates or materials developed or selected by Contractor and does not relieve Contractor from full compliance with contractual obligations.

57 SHOP DRAWINGS

57.1 Contractor is and shall be responsible for planning and performance of the Work under this Agreement. Where shop drawings are required for (a) fabrication of Contractor furnished equipment; (b) installing Contractor furnished material or equipment; (c) planning and performance of the Work under this Agreement; such drawings shall be submitted by and at the expense of the Contractor before fabrication, installation or performance is commenced. Owner's review will normally be accomplished within thirty (30) days, and will not exceed ninety (90) days, based on the Contractor's submittal schedule portion of the Construction Schedule, as approved. Such drawings shall include, but not be limited to, match marks, erection diagrams and other details, such as field corrections for proper interconnection, installation, erection of the equipment, and performance of the Work.

57.2 For drawings greater in size than "8½ x 11", Contractor shall provide six (6) copies of a reproducible to the Owner at the expense of the Contractor. The Owner will be the sole judge of the adequacy of the quality of the reproducible and prints and may reject reproducible and/or prints on the basis of quality alone. Such drawings

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will not be folded, but will be transmitted in mailer rolls manufactured expressly for that purpose. The reproducible with the Owner's review comments will be returned to the Contractor.

57.2.1 At Owner's sole and absolute discretion, Owner may permit Contractor to submit electronic copies in lieu of physical copies.

57.3A reproducible copy of drawings equal to or less than "8 1/2 x 11" is not necessary, but seven (7) copies of the unfolded drawings must be transmitted to the Owner.

57.3.1 At Owner's sole and absolute discretion, Owner may permit Contractor to submit electronic copies in lieu of physical copies.

57.4 If the drawings show variations from the requirements of this Agreement, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Owner approves any such variation(s), it shall issue an appropriate Agreement modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

57.5 Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing number clearly indicated. If reference drawing numbers are used, the review data of such drawings shall be included. Drawings shall indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, i.e., rotating, reciprocating or intermittent sliding fits between shafts or stems and seals, guides and pivot pins. The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.

57.6 All drawings submitted by the Contractor shall be approved by the Contractor and, if required by the Contract Documents or the Applicable Laws, by a registered and licensed engineer on the face of each drawing to be reviewed, and shall be furnished in accordance with drawings and data requirements. Owner will conduct a review of Contractor's drawings and return them with comments, approval or rejection. Owner's approval shall not constitute agreement or ratification that the means and methods of construction utilized by Contractor will be successful or that plans meet applicable codes or are otherwise sufficient.

57.7 By approving and submitting shop drawings and samples, the Contractor represents that it has determined and verified all field measurements, field construction criteria, materials and other similar data, and that it has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents.

58 DATA AND CERTIFICATES

58.1 When data or certificates are required, nine (9) copies of each shall be submitted by Contractor. Such submittal shall be made not less than thirty (30) calendar days prior to the time that the materials represented by such data or certificates are needed for incorporation into any Work. Data and certificates shall be subject to a review period by Owner of up to twenty (20) days and material represented by such shall not be fabricated, delivered to the Project or incorporated into any Work without such review.

58.1.1 At Owner's sole and absolute discretion, Owner may permit Contractor to submit electronic copies in lieu of physical copies.

58.2 Certificates shall clearly identify the material being certified and shall include, but not be limited to, providing the following information: Contractor's name, project name, name of the item, manufacturer's name and reference to the appropriate drawing, technical specification section and paragraph number, all as applicable.

58.3 All data and certificates submitted by the Contractor shall be certified by the Contractor on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the technical specification on forms provided by the Owner.

58.4 Owner will conduct a review of Contractor's data and certificates and two copies marked with the review comments listed in Section 57.6 above, will be returned to the Contractor.

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59 RESPONSIBILITY FOR WORK SECURITY

59.1 Contractor shall at all times conduct all operations under this Agreement in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property. Contractor shall continuously inspect all its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

59.2 Contractor shall comply with all Applicable Laws. Contractor shall cooperate with Owner on all security matters and shall promptly comply with any Project security requirements established by Owner. Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above noted items, nor shall it be construed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the Project.

59.3 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner in a timely manner.

60 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

60.1 Contractor shall be responsible for and shall bear any and all risk of loss or damage to Work in progress, all materials delivered to the Project, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Agreement.

60.2 Permanent opening or thoroughness for the introduction of Work and materials to the structure and construction Project shall be protected so that upon completion, the entire Work will be delivered to the Owner in proper, whole and unblemished condition.

61 LABOR

61.1 Contractor and its subcontractors shall employ only competent and skilled personnel to perform the Work. Contractor shall, if requested to do so by Owner, remove or cause its subcontractors to remove from the Site and the Property any personnel of Contractor or its subcontractors whom Owner determines are unfit or incompetent to perform their assigned job duties, or are otherwise acting or working in violation of any provision of the Contract Documents or any site rules.

61.2 Work assignments and the settlement of jurisdictional disputes shall conform with either the rules, regulations and procedures of the plan for settlement of jurisdictional disputes in the construction industry, and any successor agreement thereto, or any other mutually established method of determining Work assignments and settling jurisdictional disputes.

61.3 Contractor shall comply with and shall cooperate with Owner in enforcing Site and work rules which directly affect the performance of the Work including but not limited to starting and quitting time, smoking regulations, check-in and check-out procedures, Property safety regulations and security regulations, emergency plans and procedures and daily cleanup.

62 SAFETY

62.1 Contractor shall be fully and solely responsible for conducting all operations under this Agreement at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property and in full compliance with all applicable rules and regulations governing such operations, including rules and regulations established by the Occupational Safety and Health Administration. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions.

62.2 Before starting the Work, Contractor shall submit to Owner a written Safety Program. Contractor shall have sole responsibility for implementing its safety program.

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- 62.3 Before starting the Work, Contractor will appoint a full-time safety representative acceptable to the Owner, who shall have the authority and responsibility to implement the Contractor's safety program, and who shall participate in periodic safety meetings. Owner shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees.
- 62.4 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters. Contractor shall furnish safety equipment and enforce the use of such equipment by its employees.
- 62.5 Contractor shall maintain accurate accident and injury reports and shall furnish Owner a monthly summary of injuries and man-hours lost due to injuries.
- 62.6 Contractor shall maintain all portions of the Work in a neat, clean, safe and sanitary condition at all times.
- 62.7 Contractor shall ensure that all subcontractors, without expense to Owner, comply with the foregoing provisions.
- 62.8 Contractor will comply with all rules and regulations (including security, safety, and substance abuse policies and procedures) as may from time to time be implemented by Owner for persons working on the Site.
- 62.9 Contractor is responsible for ensuring that its vehicles and those of its subcontractors, suppliers, and all others entering the Site on its behalf, are clean before leaving the Site to avoid tracking dirt, mud, rocks, debris, or other materials onto the roadways, and Contractor is responsible for cleaning any materials tracked onto the roadways by such vehicles.
- 62.10 Owner has the right to impose reasonable requirements and restrictions regarding the days and time of operations at the Site and the conduct of persons working on the Site. By way of example only and without limitation, Owner may restrict Site operations on weekends and during evening hours, and the Owner may prohibit use of radios at the Site or require that radios be kept at a moderate listening level and free of offensive content.
- 62.11 Contractor shall ensure that it and any subcontractors it may use at all times fully comply with all OSHA requirements and all other Applicable Laws regarding Property safety requirements.
- 62.12 Contractor shall ensure that all of its subcontractors whose activities may impact storm water discharges or controls at the Site will be a co-permittee with Contractor and shall be responsible for compliance with the SCDHEC Storm Water Pollution Prevention Plan (SWPPP) for this Project.
- 62.13 Contractor shall have a full-time on-Site English-speaking supervisor present on the Site throughout the construction, and Contractor shall provide Owner with the supervisor's name and contact information (including a cell phone number).
- 62.14 Contractor is responsible for receiving and storing materials at the Site.
- 62.15 Contractor shall take care not to damage any existing trees, paving, sidewalks and curbs or any other improvements.
- 62.16 Contractor shall take care not to damage or disturb silt fencing and other erosion control devices.
- 62.17 Contractor will ensure that Contractor and all of its subcontractors and suppliers at all times respect, preserve, protect, comply with all rules and regulations pertaining to, and avoid disturbing or damaging wetlands and other environmental sensitive areas.
- 62.18 The Contractor shall not utilize on the Site any subcontractor, employee, or other laborer who has a conviction or deferred-adjudication history of any crime that may pose a serious potential risk of injury to any person located upon the subject Site including, but not limited to, such crimes as rape, statutory rape, molestation, sexual assault, indecent exposure, indecency with a child, murder, assault, battery, and kidnapping.

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63 PROJECT PROTECTION

63.1 Contractor shall maintain all such items of protection as provided in Article 62 in a satisfactory condition until removal is authorized by Owner.

63.2 Contractor, at its expense, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to Owner.

64 FIRE PREVENTION

64.1 Contractor shall conform to all Applicable Laws pertaining to fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire casualty shall be the responsibility of the Contractor. This includes keeping the work area clear of all trash at all times.

64.2 All tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires, except those required for performance of the Work, on the Project is strictly forbidden.

64.3 Contractor shall provide portable fire extinguishers compatible with the hazard of each Work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Contractor to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

65 PUMPING AND DRAINAGE.

65.1 Surface or subsurface water shall not be permitted to accumulate in excavations, except as provided by approved methods by the Applicable Laws and the governing authorities with jurisdiction. Should such conditions develop or be encountered, the water shall be controlled and suitably disposed of by means or methods approved by the Applicable Laws and the governing authorities with jurisdiction. It shall be the Contractor's responsibility to obtain any and all information as to surface or subsurface water conditions and requirements by agencies with jurisdiction, and Contractor shall not be relieved of any of its other requirements under this Agreement due to such conditions, nor shall Contractor be entitled to an extension of time or any other damages by reason of surface or subsurface water conditions.

66 DUST CONTROL

66.1 The Contractor, for the duration of this Agreement shall maintain all excavations, embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other Work areas free from dust. Industry accepted methods of dust control suitable for the area involved and approved by Owner will be permitted.

67 POLLUTION

67.1 Contractor shall exercise extreme caution and care to prevent the introduction of any hazardous substances, materials, or wastes into any soil, groundwater, stream, river, lake or other body of water in violation of the Applicable Laws.

67.2 Contractor shall so perform its Work as not to discharge into the atmosphere from any source whatsoever smoke, dust or other air contaminants in violation of the Applicable Laws.

67.3 Contractor will promptly remediate any pollution caused by Contractor's operations or negligence on the Site at its own cost and not as a Cost of the Work.

68 EXPLOSIVES

68.1 Contractor shall obtain all required Federal, State and local permits and licenses and shall be responsible for the proper handling, transporting, storage and use of explosives and shall, at its expense, make good any damage

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caused by its handling, transporting, storage and use of explosives. Use of explosives shall be subject to prior, written approval by Owner. Further, Owner shall have the right to designate no explosive use areas, or to limit the use of explosives. All blasting shall be coordinated with Owner's blasting consultant. Contractor shall submit daily blasting records to Owner.

69 LIMITATION OF LIABILITY

69.1 Notwithstanding anything to the contrary in the Contract Documents, no present or future constituent partner in, or agent of Owner, nor any shareholder, officer, director, employee, member, trustee, beneficiary or agent of any corporation or trust that is or becomes a constituent partner in Owner, shall be personally liable, directly or indirectly, under or in connection with the Contract Documents, or any document, instrument or certificate securing or otherwise executed in connection with the Contract Documents, or any amendments or modifications to any of the foregoing made at any time or times, heretofore or hereafter; and the subcontractor and each of its successors and assignees waives and does hereby waive any such personal liability. For purposes of the Contract Documents, and any such instruments and certificates, and any such amendments or modifications, neither the negative capital account of any constituent partner in Owner, nor any obligation of any constituent partner in Owner to restore a negative capital account or to contribute capital to Owner or to any other constituent partner in Owner, shall at any time be deemed to be the property or an asset of Owner or any such other constituent partner (and neither Contractor nor any of its successors or assignees shall have any right to collect, enforce or proceed against or with respect to any such negative capital account or partner's obligation to restore or contribute). As used in this Section, a "constituent partner" in Owner shall mean any direct partner in Owner and any person or entity that is a partner in any partnership that, directly or indirectly through one or more other partnerships, is a partner in Owner.

70 TESTING

70.1 Unless otherwise provided in this Agreement, shop testing of materials or Work shall be performed by Contractor in conformance with the Contract Documents. Field testing of materials or Work shall be performed by Contractor. Should tests, in addition to those required by the Specifications, be desired by Owner or any applicable regulatory agency, Contractor will be advised in reasonable time to permit such testing. Such additional tests will be at Owner's expense, except as such additional tests are required due to Contractor's Work or materials. In this event, such additional (re-test) tests shall be at Contractor's expense.

70.2 Contractor shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or Work in place, including reasonable stoppage of Work during testing.

71 CLEANING UP

71.1 Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall satisfactorily dispose of all plant, buildings, rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the Owner may perform such work and deduct its cost and expenses from the Contract Price.

72 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

72.1 Contractor shall make its own arrangements for disposal of materials outside the Project limits.

72.2 When any material is to be disposed of outside of the Site, Contractor shall first obtain a written permit from the property owner on whose property the disposal is to be made and Contractor shall file, in writing, with Owner said permit or the certified copy thereof, together with a written release from the property owner absolving the Owner of any and all responsibility in connection with the disposal of material on said property.

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When material is disposed of as above provided and the disposal location is visible from the Project, Contractor shall dispose of the material in a neat and uniform manner to the satisfaction of Owner.

73 COMMERCIAL ACTIVITIES

73.1 Contractor shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by Owner. Contractor shall not allow its employees to engage in any commercial activities on the Project.

74 PROJECT SIGNS

74.1 With the exception of the right reserved by the Owner to erect a sign in connection with the Project and unless otherwise provided in the Contract Documents, the Contractor shall not display or permit to be displayed on or about the Project, any sign, trademark, poster or other advertising or identifying device, without prior written approval of Owner.

75 PUBLICITY AND ADVERTISING

75.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Agreement or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from Owner.

76 PROTECTION OF EXISTING PROPERTY

76.1 Contractor shall conduct its operations so as not to damage, close or obstruct any improvement, utility installation, highway, road or other property unless and until permits therefor have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations Contractor shall, at its expense and not as a Cost of the Work, make such repairs and provide such temporary signage, barricades, guides, lights and other signals as necessary or required for safety and as are acceptable to Owner.

76.2 Unless otherwise specifically provided in this Agreement, Contractor shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or other structure nor enter upon lands in their natural state until approved by Owner. Thereafter, and before it begins such Work, Contractor shall give due notice to Owner of its intention to start such Work. Contractor shall not be entitled to any extension of the Contract Time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the Project.

76.3 Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the Project which, as determined by Owner, do not reasonably interfere with the performance of this Agreement. Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its Work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Contractor and not reimbursed.

77 ILLUMINATION

77.1 When any Work is performed at night or where daylight is unavailable or obscured, Contractor shall provide artificial light sufficient to permit Work to be carried on efficiently, inspection. During such time periods the access to the place of Work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points and shall be kept as far as possible from telephone wires, signal wires and wires used for firing blasts.

78 NOTICES

78.1 No notice will be effective unless and until sent in the manner set forth herein.

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78.2 Written notice to the other Party must be sent to the attention of the individual(s) at the address(es) set forth in Section 78.2 of the Key Business Terms, as may be changed by the applicable Party upon ten (10) days written notice to the other Party.

78.3 Written notice must be sent by express mail (overnight delivery), courier or certified mail, postage prepaid, with a return receipt requested. All notices will be deemed effective upon actual receipt if (a) delivered personally (b) mailed by certified mail, or (c) mailed by express mail, overnight delivery service; provided, however, the effective date of any properly addressed notice will be deemed to be one day after notice is sent. The effective date of notice will be deemed to be the first date of an attempted delivery if the notice was properly addressed and the recipient Party either refused delivery, failed to inform the sending Party of a change in address, or delivery could not be made for reasons not attributable to the sending Party. The designated address for delivery of notice must include a street address, suite number (if applicable), city, state and zip code. If a notice address does not include such information, the notice address for such party shall be the prior proper address.

79 GOVERNING LAW AND INTERPRETATION

79.1 This Agreement shall be governed by the laws of the State of Florida, notwithstanding its conflict of laws principles.

79.2 This Agreement represents a negotiated arms' length transaction between the Parties. No inference or presumption will be drawn against either Party as the drafter of all or a portion of the Contract Documents.

79.3 The invalidity of any provision of the Contract Documents will not invalidate the entire Contract or its remaining terms. If any provision of the Contract Documents violates any Applicable Law or public policy, or is otherwise invalid or unenforceable, then to the full extent allowed by the Applicable Law, an arbitrator or a court will revise that provision to the extent necessary to make it lawful, within public policy, and enforceable and to give effect to the Parties intentions for agreeing to such provision. Provisions that cannot be revised will be deemed severed from the Contract Documents from the remainder of the Contract Documents.

79.4 In the interest of brevity, the Contract Documents omit modifying words such as "all" or "any" and articles such as "the" and "an", but the inclusion of such modifies and articles in one provision and their exclusion in other provisions will not affect the interpretation of either provision. Use of the words "including" will mean "including but limited to" and in no event be interpreted to limit any general statement, term, or matter to the specific items listed.

80 RIGHTS AND REMEDIES

80.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

80.2 Those provisions of this Agreement which by their very nature, survive final acceptance under this Agreement, shall remain in full force and effect after completion, abandonment, or termination, including without limitation all representations, warranties, indemnities, insurance, and bond requirements.

81 SUCCESSORS, ASSIGNS AND ASSIGNMENT

81.1 Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements and obligations contained in this Agreement. It is agreed that Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement or its right, title and interest in and to the same or any part thereof, without previous consent of Owner and concurred to by the Surety.

81.2 It is understood that if Owner assigns its rights and obligations hereunder, Contractor agrees that it shall complete the Work for the assignee under the same terms and conditions. Any entity which may succeed to the rights of the Owner shall be entitled to enforce the rights and obligations of Owner.

CONSTRUCTION AGREEMENT FIXED FEE

81.3 Notwithstanding anything to the contrary contained herein, Owner may assign and transfer its rights and obligations related to or arising out of this Agreement to any other corporation, partnership or other entity and upon such assignment, Owner's shall have no further obligations or liability for any claims or actions relating to this Agreement which arise on or after the date of the assignment.

82 EXAMINATION OF CONTRACTOR'S RECORDS/ACCOUNTING RECORDS

82.1 Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the system shall be satisfactory to the Owner.

82.2 During the progress of the Work, Contractor agrees to furnish Owner a copy of its monthly report (showing costs incurred for the preceding month and dollars disbursed to the date thereof) and at least quarterly will furnish an updated report showing anticipated monthly draws through completion. Contractor will provide a final accounting of all Cost of the Work with its application for final payment.

82.3 For four (4) years after final payment under this Agreement, Owner will have access to, and the right to examine, audit, and copy any books, correspondence, subcontracts, purchase orders, documents, receipts, vouchers, payrolls, payment ledgers, memoranda, papers and records of the Contractor in both physical and electronic forms, including metadata, arising out of or relating in any way to the Cost of the Work. Contractor will reimburse Owner for any over-payment discovered as a result of such examination and audit, even if conducted after final payment.

83 ATTORNEYS' FEES

83.1 In the event of litigation or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to collect reasonable attorneys' fees, paralegal fees, and expert fees, from the non-prevailing party and costs and expenses of such litigation or arbitration, whether at the trial level or on appeal.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.

OWNER:

Wildlight, LLC

Thomas Jinks

By: Thomas Jinks (Feb 20, 2023 13:34 EST)

Name: Thomas Jinks

Title: Sr Manager, Real Estate Development

CONTRACTOR:

A.J. Johns, Inc.

Chad Cockrell

By: Chad Cockrell (Feb 20, 2023 13:32 EST)

Name: Chad Cockrell

Title: Vice President of Operations

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CONSTRUCTION AGREEMENT FIXED FEE

PROJECT NAME: SR 200 Trail Phase 1; PROJECT NUMBER: PO000000037 ("Project")

Exhibit "A"

The Key Business Terms

The following terms and conditions will supplement or, if applicable, replace the indicated provisions in the Agreement; all other terms and conditions of the Agreement will remain effective.

The Parties to this Agreement are Wildlight, LLC, a Florida limited liability company ("Owner"), whose principal place of business is 1 Rayonier Way, Wildlight, FL 32097, and A.J. Johns, Inc., a Florida corporation ("Contractor"), whose principal place of business is 3225 Anniston Road, Jacksonville, FL 32245, (individually each is a "Party" and collectively they are both "Parties").

PROPERTY: The Project is located at the street address of SR 200 and Crosstown Blvd., as designated for the City of Wildlight, County of Nassau in the State of Florida, and more particularly described in the "Property Description", which is attached to the Agreement as Exhibit "B" ("Property").

SITE: The Site IS IS NOT the entire Property. In the event that the Site is not the entire Property, the Site is a portion of the Property designated as follows: _____, or by Owner.

DESIGN PROFESSIONAL: The Design Professional for the Project is England Thims and Miller, Inc., a Corporation, formed under the laws of the State of Florida ("Design Professional"), whose principal place of business is 14775 Old St Augustine, Rd, Jacksonville, FL 32258.

Owner may replace the Design Professional at any time in accordance with its agreement with the Design Professional by providing written notice to Contractor, in which event the replacement design professional will be considered the Design Professional on a going forward basis.

3 CONTRACT DOCUMENTS

3.1.6 Other Contract Documents, if any, consist of the following documents:

- .1 N/A;
- .2 N/A;

5 CONTRACT PRICE

5.1 The Contract Price is the lump sum amount of One Hundred Eighty-Five Thousand, Six Hundred Twenty-Three and 81/100 US Dollars (\$185,623.81), as may be adjusted only in strict conformance with Article 23 of the Agreement.

6 PAYMENT AND PERFORMANCE BONDS

6.1 (Check one of the following) Contractor WILL WILL NOT provide payment and performance bonds to the Owner for this Contract.

7 CONTRACT TIME

7.2 A Notice of Commencement IS IS NOT required for the Project.

7.3 The Commencement Date for the Work (the "Commencement Date") will be determined as follows:

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CONSTRUCTION AGREEMENT FIXED FEE

Contractor commenced Work on January 16, 2023. All such Work is subject to the terms and conditions of the Contract Documents, and any payments made by Owner in connection with such Work will be credited against the Contract Price.

Contractor will commence the Work within NA (NA) days after Owner provides Contractor with a written Notice to Proceed.

Contractor will commence the Work on NA, 20_____.

7.4 Contractor is obligated to achieve the following milestones within the times or dates indicated

Number	Description of required milestone achievement	Specific date/calendar days
1.	Complete Earthwork	21 days
	Complete Sidewalk Construction	14 days

The Contract Time is 35 calendar days from the Commencement Date or the date of _____, 20_____, as may be adjusted only in strict conformance with Article 23 of the Agreement.

12 SUBSTANTIAL COMPLETION

12.1 The "Substantial Completion Date" is the date upon which Contractor is obligated to achieve Substantial Completion of the entire Work.

13 LIQUIDATED DAMAGES

13.1 LIQUIDATED DAMAGES FOR DELAY apply do NOT apply: If and to the extent that Liquidated Damages apply to this Agreement, Contractor will be liable for and shall pay to the Owner an amount equal to N/A U.S. Dollars (\$N/A) per calendar day for each day after expiration of the Contract Time until Contractor achieves Substantial Completion of the entire Work ("Liquidated Damages"). Notwithstanding the foregoing, Owner may, at its option, deduct the Liquidated Damages from any payment otherwise due Contractor, and reduce the Contract Price accordingly. In no event will Contractor's payment of Liquidated Damages be considered a Cost of the Work or a valid use of any Contingency. Contractor acknowledges that the Liquidated Damages are a reasonable estimate at the time of contracting of Owner's actual delay damages, and that Owner's actual delay damages would be extremely difficult or impossible to measure at the time of breach. In no event will Contractor take the position that the Liquidated Damages are an unenforceable penalty. The Liquidated Damages will be Owner's exclusive remedy for Contractor's failure to achieve Substantial Completion within the Contract Time; provided, however, the availability of Liquidated Damages will in no event preclude Owner from exercising other rights under the Agreement, including without limitation, Owner's termination rights and rights to recover damages resulting from causes other than Contractor's failure to achieve Substantial Completion within the Contract Time.

78 NOTICE

78.2 Written notice must be sent and addressed to the Parties, as follows:

OWNER: Wildlight, LLC
Attn: Tommy Jinks
1 Rayonier Way
Wildlight, FL 32097
Facsimile: (904) 261-9322
Email: tommy.jinks@wildlight.com

with a copy to: Rayonier Inc.
Attn: Law Department
1 Rayonier Way

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Wildlight, FL 32097
Facsimile # (904) 261-2107
Email: joy.lawarre@rayonier.com

CONTRACTOR: A.J. Johns, Inc.
Attn: Todd Patrick
3225 Anniston Road
Jacksonville, FL 32245
Facsimile: N/A
Email: tpatrick@ajjohns.com

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**CONSTRUCTION AGREEMENT
FIXED FEE**

Exhibit "B"

Property Description

**Landscape Tracts 1 and 2 of the East Nassau – Wildlight PDP 3 / Pod 4 North Plat as recorded
in the official records of Nassau County, Florida, OR Book 2539, Page 1791.**

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**CONSTRUCTION AGREEMENT
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Exhibit "C"

List of Plans and Specifications

See attached Exhibit "C" - List of Plans & Specifications, 1 page

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EXHIBIT 'C'
LIST OF PLANS & SPECIFICATIONS

DOCUMENT	DATE	REV.	VENDOR
Wildlight PDP #3 SR 200 / A1A Trail	1/10/2023	0	England-Thims & Miller, Inc.

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Exhibit "D"

Insurance Requirements

See attached Exhibit "D" - General 4 Insurance Form, 1 page

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**EXHIBIT D
GENERAL 4 - INSURANCE FORM**

Contractor must have proof of insurance. Owner requirements are as follows:

Additional Insured:

Rayonier Inc. its subsidiaries and subsidiaries thereof
1 Rayonier Way
Wildlight, FL 32097

General Liability (Including: Aircraft Liability Insurance, if applicable, Product Liability/ Completed Operations, Contractual Liability)		
	Each Occurrence	\$ 1,000,000
	Damage to Rented Premises (Each Occurrence)	\$
	Med Exp (Any one person)	\$
	Personal & Adv Injury	\$ 1,000,000
	General Aggregate	\$ 2,000,000
	Products – Comp/Op Agg	\$ 2,000,000
Automobile Liability (Including Owned, Non-Owned and Hired Vehicles)		
	Combined Single Limit (Ea accident)	\$ 1,000,000
	Bodily Injury (Per person)	\$
	Bodily Injury (Per accident)	\$
	Property Damage (Per accident)	\$
Worker's Compensation	WC Statutory Limits	Statutory
Employer's Liability (1)	Each Accident	\$ 1,000,000
	Disease (Ea Employee)	\$ 1,000,000
	Disease (Policy Limit)	\$ 1,000,000
Professional Liability (if Applicable)	Each Occurrence	\$ 1,000,000
Pollution Legal Liability (if Applicable)	Each Occurrence	\$ 1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$ 5,000,000

Note. The foregoing minimum levels of liability insurance may be evidenced by a primary insurance policy on or by the combination of primary and umbrella (excess) liability policies.

Evidence of Compliance with Insurance Requirements

Prior to commencing Work or entering property or facilities of Owner, Contractor shall secure such insurance as necessary to comply with the foregoing requirements and will provide a Certificate of Insurance evidencing the policies in effect for the duration of the Agreement. Under the Professional Liability Insurance requirements, Architect's and Engineer's coverage will be endorsed to include contractual liability. The Certificate of Insurance will further evidence that **RAYONIER INC. its subsidiaries and subsidiaries thereof** has been **NAMED AS AN ADDITIONAL INSURED** under the General Liability Policy, and that Owner will be given thirty (30) days written notice prior to cancellation or material change to any policy evidenced. If the General Liability coverage evidenced is written on a "Claims Made" basis, the certificate will so evidence along with stating the "Retroactive Date" contained in the policy. To be acceptable the "Retroactive Date" must be prior to the commencement of any contract with Owner. Waiver of Subrogation language for all policies shall be in favor of "Rayonier Inc. its subsidiaries and subsidiaries thereof". Prior to commencing work, it is required that Rayonier be named as the certificate holder on the liability policies, ensure that broker/agent includes the following certificate holder language:

Rayonier Inc. its subsidiaries and subsidiaries thereof
Insurance Compliance
PO Box 100085 - R7
Duluth, GA 30096

Please email copies of certificates of insurance to: rayonier@ebx.com

IMPORTANT

No contractor or company shall commence Work or enter upon the property or facilities of Owner, its Division or Subsidiaries, until a Certificate of Insurance as above discussed has been received by Owner.

(1) If covered by Washington L&I for workers' compensation, "Stop Gap" coverage must be provided to meet the employer's liability requirement

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Exhibit "E"

Unit Prices, Pricing Index, and Allowances

N/A

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**CONSTRUCTION AGREEMENT
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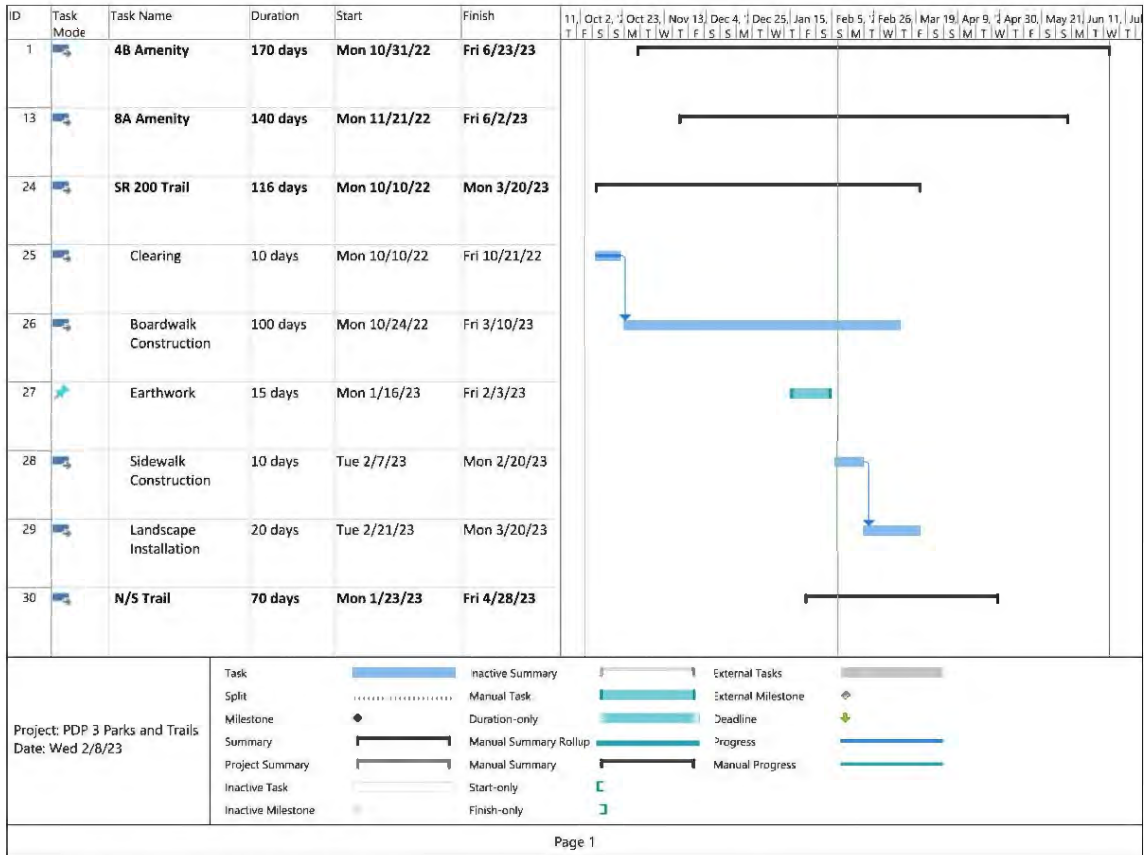
Exhibit "F"

Construction Schedule

See attached Exhibit F, 1 page

ZD 83029; PO000000037 - A.J. Johns, Inc. - JN c021423

Exhibit F



ZD 83029; PO000000637 - A.J. Johns, Inc. - JN c021423

**CONSTRUCTION AGREEMENT
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Exhibit "G"

Contractor's Scope of Work

See attached Scope of Work, 1 page

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Exhibit G

SCOPE OF WORK

1. Contractor shall construction concrete trail as shown on the contract documents.
2. In lieu of the typical section shown on the contract documents, Contractor shall use 6" of concrete over stabilized subgrade.
3. Contractor understands that silt fence is already in place and shall exclude that from their scope of work.
4. Contractor shall grade all proposed landscape areas, including berms and re-grading of SR 200 swale so that they are ready for landscape installation (i.e. +/- 2").
5. Contractor shall be responsible for import of all necessary fill. Fill may be obtained from the Owner's stockpile located on the Wildlight Commerce Park site.
6. Contactor shall ensure all areas are graded to drain whether depicted on the contract documents or not.

Specific Exclusions:

- Boardwalk
- Landscape or Sod
- Silt Fence

**CONSTRUCTION AGREEMENT
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Exhibit "H"

Schedule of Values

See attached Schedule of Values, 1 page

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Exhibit H

SR 200 Trail - Revised Pricing



A.J. Johns, Inc

3225 Anniston Road
Jacksonville, FL 32246

Contact: Todd Patrick
Phone: (904) 641-2055
Email: tpatrick@ajjohns.com

To: Wildlight, LLC
1 Rayonier Way
Yulce, FL 32097
Attn: Tommy Jinks
Phone: 904.321.1007
Email: tommy.jinks@wildlight.com

Job Name: SR 200 Trail
Date: 12/16/2022
Reference No.: 21005-COR07-1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<i>1000</i>	General Conditions				
1010	Layout	1.00	LS	3,046.40	3,046.40
1020	Site Preparation	1.00	LS	5,016.91	5,016.91
1030	Survey Calc and Setup	1.00	LS	2,284.80	2,284.80
1040	Project Management and Supervision	1.00	LS	8,730.82	8,730.82
<i>1990</i>	General Conditions Subtotal				19,078.93
<i>2000</i>	Erosion Control				
2010	Storm Water Pollution Prevention	1.00	LS	582.08	582.08
2040	Erosion and Sediment Control	1.00	LS	2,664.22	2,664.22
<i>2990</i>	Erosion Control Subtotal				3,246.30
<i>3000</i>	Earthwork				
3010	Layout Earthwork	1.00	LS	1,523.20	1,523.20
3020	Strip Site To Fill	1,139.00	CY	1.82	2,072.98
3030	Compaction Testing	1.00	LS	529.04	529.04
3040	Balance Site	37.00	CY	37.20	1,376.40
3050	Spread and Compact Site	1,176.00	CY	2.07	2,434.32
3060	Import and Place Fill	3,487.00	CY	11.57	40,344.59
3070	Rough Grade	8,835.00	SY	0.54	4,770.90
3080	Machine Dress	8,835.00	SY	0.72	6,361.20
3090	As-builts	1.00	LS	2,040.00	2,040.00
3100	6" Concrete MUP	1,095.00	SY	93.01	101,845.95
<i>3990</i>	Earthwork Subtotal				163,298.58
<i>4000</i>	SR 200 Trail Total				185,623.81

NOTES:

Pricing for the Construction of the Earthwork and Concrete Multi Use Path from Wooden Bridge east to Power Line Easement per Tommy Jinks direction.

All Sodding, Landscaping and Irrigation work By Others.

**CONSTRUCTION AGREEMENT
FIXED FEE**

Exhibit "I"

Contractor's W-9

On file

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CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "J"

Application for Payment

Sample

APPLICATION AND CERTIFICATION FOR PAYMENT		AIA DOCUMENT G702	PAGE 1 OF 2 PAGES
TO OWNER AGENT	PROJECT	APPLICATION NO.	Distribution to <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR
FROM CONTRACTOR	VIA ARCHITECT	PERIOD TO:	<input type="checkbox"/>
CONTRACT FOR:		CONTRACT DATE:	

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G702, is attached.

1. ORIGINAL CONTRACT SUM	\$
2. Net Change by Change Order	\$
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$
5. RETAINAGE	
a. 10% of Completed Work (Column D - 2 on G703)	\$
b. % of Stored Material (Column E on G703)	\$
Total Retainage (Lines 5a - 5b or Total in Column F of G703)	\$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	\$
8. CURRENT PAYMENT DUE	\$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 8 less Line 6)	\$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for the Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR

By: _____ Date: _____

State of Florida _____ County of _____
Subscribed and sworn to before me this XXth day of XXXX
Notary Public.
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

Attach explanation if amount certified differs from the amount applied. Initial all figures on this application used on the Continuation Sheet that are changed to conform with the amount certified.

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance of payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702, APPLICATION AND CERTIFICATION FOR PAYMENT - FIXED FEE, AIA 1995
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "J"

Application for Payment Cont.

Sample

CONTINUATION SHEET									
AIA Document 0302, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.							APPLICATION NO.:		
In tabulations below, amounts are stated to the nearest dollar.							APPLICATION DATE:		
Use Column F in contracts where variable retainage for licensees may apply.							PERIOD TO:		
A	B	C	D WORK COMPLETED		E	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+F)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)	BALANCE TO FINISH (C - E)	RETAINAGE (IF VARIABLE RATE)
General Conditions									
GRAND TOTALS		\$	\$	\$	\$	\$	\$	\$	\$

Users may obtain validation of this document by requesting a completed AIA Document 0401 - Certification of Document's Authenticity from the licensee.

**CONSTRUCTION AGREEMENT
FIXED FEE**

Exhibit "K"

Unconditional Waiver and Release of Lien

**SUBCONTRACTOR/SUPPLIER UNCONDITIONAL
WAIVER AND RELEASE UPON FINAL PAYMENT**

STATE OF _____)
)SS
COUNTY OF _____)

In person before the undersigned officer duly authorized to administer oaths, appeared an officer of _____ (name of Subcontractor) (the "Subcontractor"), who has subcontracted with _____ (name of entity contracting with the undersigned) to furnish _____ (scope of materials, labor and services) for the construction of improvements known as _____ (the "Project"), which is owned by _____ ("Owner") and located at _____, Florida, (the "Property").

Upon the receipt of the sum of \$ _____, as full and final payment for all work performed by Subcontractor in connection with the Project, Subcontractor waives and releases any claims it has or may have against Contractor and its surety, Owner and <select one> arising out of or relating to all labor, materials, and services provided by or through Subcontractor in connection with the Project.

Given under hand and seal this _____ day of _____, 20____.

(Name of Subcontractor) (SEAL)
By: _____
Its: _____

CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "M"
Contractor's Progress Payment Affidavit

Directions: [All of the following steps **MUST** be completed to assure that this form is effective]:

Delivery method: Contractor delivers to Owner when Contractor is given progress payment for all work and materials provided to the Property.

CHECK ONCE COMPLETED:

- G First Paragraph - Print name of person executing Affidavit (the "Affiant")
- G Item 1 - Fill in the title of Affiant and name of Contractor
- G Item 2 - Fill in the complete legal description
- G Item 3 - Fill in amount of progress payment
- G Item 6 - Fill in amount of most recent progress payment
- G Have Contractor's officer (i) sign; (ii) print his/her name; (iii) state his/her title; and (iv) date
- G Have two (2) different people witness the signature (print and execute their names)
- G Have signature notarized

ALL BLANKS MUST BE FILLED IN COMPLETELY AND CORRECTLY

ZD 83029; PO000000037 - A.J. Johns, Inc. - JN c021423

**CONSTRUCTION AGREEMENT
FIXED FEE**

Exhibit "M" Continued
CONTRACTOR'S PROGRESS PAYMENT AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared _____ ("Affiant") who, being duly sworn according to law, deposes and says the following:

1. Affiant is the _____ (title) of _____ (company name) ("Contractor").

2. Pursuant to a contract with Owner, Contractor has performed and will perform work and labor, and/or furnished and will furnish materials, for the purpose of improving the real property owned by _____ ("Owner"), located in _____ County, Florida ("Property"), and legally described as
:

SEE LEGAL DESCRIPTION ATTACHED

3. This affidavit is executed and delivered for the purpose of obtaining a progress payment in the amount of \$_____.

4. All lienors engaged by Contractor in connection with the Property have been paid in full, except for the following listed lienors (if no lienors are listed, there are none):

<u>NAME OF LIENOR</u>	<u>AMOUNTS DUE OR TO BECOME DUE</u>
_____	_____
_____	_____

5. Contractor will disburse the requested progress payment to satisfy Contractor's current obligations to all lienors engaged by Contractor in connection with the Property as follows:

<u>NAME OF LIENOR</u>	<u>AMOUNT TO BE PAID</u>
_____	_____
_____	_____

6. The most recent progress payment of \$_____ previously received by Contractor was disbursed by Contractor to satisfy Contractor's then current obligations to all lienors engaged by Contractor in connection with the Property as follows:

<u>NAME OF LIENOR</u>	<u>AMOUNT PAID</u>
_____	_____
_____	_____

Partial (or final, as the case may be) waivers of lien from each of the foregoing lienors are attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

**CONSTRUCTION AGREEMENT
FIXED FEE**

Exhibit "M" Continued

Witnesses:

Print Name: _____

Print Name: _____

AFFIANT:

Company Name: _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)

)SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 200__, by
_____ who is personally known to me or has produced
_____ as identification and did (did not) take an oath.

My Commission Expires:

Notary Public

PARTIAL (OR FINAL) WAIVER LIEN (copies attached)

CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "O"

CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF LIEN

**(To be used for all lienors that are in direct contract/privity with owner,
including general contractors and professional lienors)**

Purpose: To ensure that the general contractor and all persons engaged by the general contractor who furnished services, labor or materials used in improving the Property have been paid. To obtain a release by the general contractor of all lien rights in consideration of **FINAL** payment.

Why to use this form? Protects Owner from a general contractor who has not paid its subcontractors or suppliers. Protects Owner inasmuch as the lienor releases their lien rights on a certain piece of property.

Directions: [All of the following steps **MUST** be completed to assure that this form is effective]:

Delivery method: Contractor delivers to Owner when Contractor is given **FINAL** payment for all work and materials provided to the Property.

CHECK ONCE COMPLETED:

- G (A) Fill in County where real property is located
- G (B) Fill in name of person executing Affidavit (the "Affiant")
- G (C) Fill in the title of Affiant
- G (D) Fill in company name of Contractor - **MAKE SURE THIS IS THE FULL NAME** (e.g., ABC Construction is not enough, **FULL LEGAL** name must be included: ABC Construction of Duval, Inc.)
- G (E) Fill in name of Owner (see "Entity Ownership Schedule" attached hereto as **Addendum A** for appropriate information)
- G (F) Fill in County where real property is located
- G (G) Fill in **COMPLETE** legal description of real property -
Option 1: typically used for subdivision improvements when work affects entire parcel; or
Option 2: typically used for improvements affecting a specific lot within a Project.
- G (H) Fill in name of any subcontractors, sub-subcontractors, laborers, suppliers, materialmen, etc. not yet paid by lienor and amounts due thereto
- G (I) Fill in **FINAL** payment amount
- G (J) Fill in date
- G (K) Fill in company name of lienor on line for Company Name - **MAKE SURE THIS IS THE FULL NAME** (e.g., ABC Construction is not enough, **FULL LEGAL** name must be included: ABC Construction of Duval, Inc.)
- G (L) Have an officer of lienor (i) sign; (ii) print his/her name; (iii) print his/her title; and (iv) print full address of lienor
- G (M) Have two (2) different people witness the signature and have each witness sign and print their respective names underneath their signature
- G (N) Notarize - insert county of execution, date of execution, name of officer of lienor, sign and insert commission expiration date.
- G Schedule 1: Attach: (i) a list of all persons, firms, and corporations engaged by lienor who have furnished services, labor, materials, or other items used in improving the Property and the total amounts paid to each; and (ii) final waivers of lien from each of the foregoing.

ALL BLANKS MUST BE FILLED IN COMPLETELY AND CORRECTLY

CONSTRUCTION AGREEMENT FIXED FEE

Exhibit "O" Continued

FINAL AFFIDAVIT AND RELEASE OF LIEN

STATE OF FLORIDA

COUNTY OF (A)

BEFORE ME, the undersigned authority, personally appeared (B) ("Affiant"), who, after being by me duly sworn according to law, deposes and says of his personal knowledge the following:

1. Affiant is the (C) of (D) ("Contractor"), which does business in the State of Florida.

2. Pursuant to a Contractor's Agreement (the "Contract") between Owner and Contractor, Contractor has performed work and labor, and/or has furnished materials, for the purpose of improving the real property (the "Property") owned by (E) ("Owner"), located in (F) County (the "County"), Florida, ("State") and legally described as:

(G) Option 1: PARCEL: _____, PLAT NAME: _____
AS RECORDED IN PLAT BOOK: _____ PAGE: _____ OF THE PUBLIC RECORDS OF THE COUNTY AND STATE.

Option 2: LOT _____, BLOCK _____, SECTOR(S) _____, PARCEL(S) _____, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF THE COUNTY AND STATE.

3. The Affiant makes this Final Affidavit and Release of Lien, pursuant to Chapter 713, Florida Statutes, for the express purpose of inducing the Owner to make final disbursement and payment to the Contractor under the Contract.

4. Contractor represents to Owner that all work to be performed under the Contract has been fully completed and that all persons, firms, and corporations engaged by Contractor who have furnished services, labor, materials, or other items used in improving the Property have been paid in full. A list of all such persons, firms and corporations and the total amounts paid to each are attached hereto as **Schedule 1** and final waivers of lien from each are also attached hereto. The Contractor has received full and final payment required under the Contract for all work and labor performed, and/or all materials furnished in, to, or about the construction of any building or buildings situated on, or otherwise improving, the Property.

5. There are no persons, firms or corporations engaged by Contractor to improve the Property who have not been paid in full for work done, except those (and for the amounts) listed below (if no exceptions are listed below, there are none):

<u>NAME (H)</u>	<u>AMOUNTS DUE</u>
_____	_____
_____	_____

6. The Contractor hereby expressly agrees to indemnify and save Owner, and all of its directors, officers, partners, representatives and agents, harmless from any and all costs and expenses, including reasonable

CONSTRUCTION AGREEMENT FIXED FEE

attorneys' fees, arising out of claims by any laborer, materialmen or subcontractor that they have not been paid for services and/or materials furnished by or through the Contractor in connection with the Property.
Exhibit "O" Continued

7. In consideration of the final payment to Contractor of \$(I) and all other previous payments paid by Owner to Contractor, the undersigned does hereby for and in behalf of the Contractor hereby waive, release and relinquish the Contractor's right to any claim or demand or right to impose a lien or liens for work done or services or materials furnished or any other class of lien whatsoever by Contractor on the job of Owner to the Property.

FURTHER AFFIANT SAYETH NAUGHT.

Signed sealed and delivered this (J) day of _____, _____.

Witnesses:

Company Name (K)

(M) _____
Print Name:

By: (L) _____
Name: _____
Title: _____

(M) _____
Print Name:

Address: _____

STATE OF FLORIDA
COUNTY OF _____

(N)The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____, who is personally known to me or has produced _____ as identification and did (did not) take an oath.

Signature of Notary

Public
My Commission Expires:

**CONSTRUCTION AGREEMENT
FIXED FEE**

SCHEDULE 1

Persons Paid in Full and Amounts Paid

ZD 83029; PO000000037 - A.J. Johns, Inc. - JN c021423

CONSTRUCTION AGREEMENT FIXED FEE

**Exhibit "p"
CHANGE ORDER**

CONTRACTOR NAME: _____

CHANGE ORDER NO.: _____

DATE: _____

The Owner hereby gives the Contractor a Change Order for, and the Contractor agrees to provide and perform, the materials and Work described below:

SEE ATTACHED SCHEDULE A FOR DESCRIPTION OF WORK

Original Contract Price	\$
Net Price Adjustments for Previous Change Orders - No. _____ through _____	\$
Adjusted Contract Price through Change Order No.	\$
Net Price Adjustment for this Change Order No.	\$
Adjusted Contract Price	\$

Original Contract Time	
Net Time Adjustments for Previous Change Orders - No. _____ through _____	
Adjusted Contract Time through Change Order No.	
Net Time Adjustment for this Change Order No.	
Adjusted Contract Time	

Any funds payable to the Contractor hereunder are hereby declared to constitute trust funds in the hands of the Contractor to be first applied to the payment of Subcontractors, laborers and materialmen, and other cost of construction pursuant to law.

The total amount of this Change Order includes all applicable taxes, insurance, bond, delivery, supervision overhead, profit, labor, labor impact, materials, changes, delays, acceleration, cumulative impact, and inefficiency, or any claims therefore, and the Contractor hereby waives any and all claims for such items associates with or related to the Work covered by this Change Order to the extent not set forth herein.

This Change Order represents the entire and integrated agreement between the parties with respect to the Changes set forth herein. This Change Order supersedes all prior negotiations, agreements, understandings, and qualifications, for this change in scope; but this change Order and the Work contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Contract Documents including, without limitation, those concerning payment.

OWNER:

CONTRACTOR:

Authorized Signature
 Print Name: _____
 Title: _____

Authorized Signature
 Print Name: _____
 Title: _____

ZD 83029; PO000000037 - A.J. Johns, Inc. - JN c021423

**CONSTRUCTION AGREEMENT
FIXED FEE**

Date: _____ Date: _____

**SCHEDULE (A)
CHANGE ORDER
DESCRIPTION OF WORK**

CONTRACTOR NAME: _____

CHANGE ORDER NO.: _____

DATE: _____

<u>Item</u>	<u>Description</u>	<u>Value</u>
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**CONSTRUCTION AGREEMENT
FIXED FEE**

Exhibit "Q"
FIELD DIRECTIVE

TO:
ATTN:

DATE:

PROJECT:

DIRECTIVE NO.:

ATTACHMENTS:

DESCRIPTION: _____

TOTAL \$-

Pursuant to Paragraph 24 of the, Owner directs Contractor as follow:

A. Owner does not authorize Contractor to proceed with the described proposed Changes to the Work. Contractor will submit a Proposal to Owner in conformance with Article 22 of the Agreement within (____) days from the date of this Field Directive. Contractor's Proposal will include all applicable quantities by unit, a detailed, itemized breakdown of all additions and credits to the Cost of the Work allowed under this Agreement to fully perform the proposed Changes to the Work; and any proposed adjustment to the Contract Time and Milestones. Owner will issue either a Change Order or an amended Field Directive to Contractor in the event Owner elects to accept the proposed adjustments to the Contract Price and Contract Time.

B. Owner directs Contractor to proceed with the described Changes to the Work for an increase or decrease to the Contract Price in the amount of \$_____, which will be formally memorialized by Owner's issuance of a Change Order to Contractor. Notwithstanding the foregoing, Contractor will provide written notice of a claim to Owner in strict conformance with Article 51 of the Agreement and await further direction from Owner before proceeding with the Changes to the Work in the event that Contractor does not agree to such adjustment.

C. Owner directs Contractor to proceed immediately with the described Changes to the Work, and to submit a Proposal to Owner in conformance with Article 22 of the Agreement within (____) days from the date of this Field Directive. Contractor's authorization to proceed under this Field Directive IS or IS NOT subject to a maximum increase in the Contract Price of _____, which may be increased only by an amended Field Directive signed by Owner's representative. Contractor's Proposal will include all applicable quantities by unit; a detailed, itemized breakdown of all additions and credits to the Cost of the Work allowed under this Agreement to fully perform the Changes to the Work; and ; and any proposed adjustment to the Contract Time and Milestones. Owner will issue a formal Change Order to Contractor when the Parties reach an agreement upon the adjustment to the Contract Price and Contract Time.

CONSTRUCTION AGREEMENT FIXED FEE

D. Owner directs Contractor to proceed immediately with the described Changes to the Work on a time and material basis for the actual Cost of the Work incurred by Contractor for those categories of Cost of the Work set forth in this Agreement. Contractor will maintain accurate time and material records. Contractor will submit all time tickets on a weekly basis to the Owner's representative for verification. Owner will issue a formal Change Order equal to the actual increased cost of the Work and increased Contract Time attributable to the Changes to the Work based on the signed time tickets and material invoices, plus the Contractor mark-up as specified in Section 22.3 of the Agreement.

E. Owner directs Contractor to proceed immediately with the described work, with both Parties reserving their rights as to whether the described work above constitutes a Change to the Work. Contractor will maintain accurate time and material records based upon the categories of the Cost of the Work required by this Agreement. Contractor will submit all time tickets on a weekly basis to the Owner's representative for verification. Owner and Contractor will resolve their dispute with respect to the described work in conformance with Article 51 of the Agreement.

F. Owner directs Contractor to proceed immediately with the correction or removal and replacement of the described Work, which Owner has determined is defective. Contractor will provide written notice of a Claim in strict conformance with Article 51 of the Agreement in the event that Contractor believes in good faith that Owner's determination is incorrect. Contractor's notice will not excuse Contractor from promptly and diligently complying with this Field Directive.

All Work, including Changes to the Work, will be performed in conformance with the Contract Documents. All labor and material referenced above is subject to the applicable portions of the Contract Documents. All costs associated with the described Changes to the Work includes any and all time extensions arising out of or relating to the Field Directive, and therefor constitutes no change to the Contract Time. Contractor will coordinate all all Work in progress with the described Changes to the Work.

Comments: Contract Time and Milestones are not changed as a result of this Field Directive.

Approved:

Accepted:

Owner

Date

Contractor

Date

**CONSTRUCTION AGREEMENT
FIXED FEE**

**Exhibit "P"
CHANGE ORDER**

CONTRACTOR NAME: A.J. Johns, Inc.
 CONTRACT NUMBER: PO000000037
 CHANGE ORDER NO.: 1
 DATE: 5/23/2023

The Owner hereby gives the Contractor a Change Order for, and the Contractor agrees to provide and perform, the materials and Work described below:

SEE ATTACHED SCHEDULE A FOR DESCRIPTION OF WORK

Original Contract Price		<u>\$185,623.81</u>
Net Price Adjustments for Previous Change Orders - No.	<u>0</u> through <u>0</u>	<u>\$0.00</u>
Adjusted Contract Price through Change Order No.	<u>0</u>	<u>\$185,623.81</u>
Net Price Adjustments for Changer Order No.	<u>1</u>	<u>\$43,110.96</u>
Adjusted Contract Price		<u>\$228,734.77</u>
Original Contract Time		<u>8/31/2023</u>
Net Time Adjustments for Previous Change Orders - No.	<u>0</u> through <u>0</u>	<u>0</u>
Adjusted Contract Time through Change Order No.	<u>0</u>	<u>8/31/2023</u>
Net Time Adjustment for this Change Order No.	<u>1</u>	<u>0</u>
Adjusted Contract Time		<u>8/31/2023</u>

Any funds payable to the Contractor hereunder and hereby declared to constitute trust funds in the hands of the Contractor to be first applied to the payment of Subcontractors, laborers and materialmen, and other cost of construction pursuant to law.

The total amount of their Change Order includes all applicable taxes, insurance, bond, delivery, supervision, overhead, profit, labor, labor impact, materials, changes, delays, acceleration, cumulative impact, and inefficiency, or any claims therefore, and the Contractor hereby waives any and all claims for such items associates with or related to the Work covered by this Change Order to the extent not set forth herein.

This Changer Order represents the entire and integrated agreement between the parties with respect to the Changes set forth herein. This Change Order supersedes all prior negotiations, agreements, understandings, and qualifications, for their change in scope; but this Change Order and the Work contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Contract Documents including, without limitation, those concerning payment.

OWNER:

CONTRACTOR:

Thomas Jinks
THOMAS JOHN'S REAL ESTATE DEVELOPMENT
 Authorized Signature
 Print Name: Thomas Jinks
 Title: Sr Manager Real Estate Development

Todd A. Patrick
TODD A. PATRICK SENIOR PROJECT MGR
 Authorized Signature
 Print Name: Todd A. Patrick
 Title: Senior Project Manger

**CONSTRUCTION AGREEMENT
FIXED FEE**

SCHEDULE (A)

CHANGE ORDER

DESCRIPTION OF WORK

CONTRACTOR NAME: A.J. Johns, Inc.
 CONTRACT NUMBER: PO000000037
 CHANGE ORDER NO.: 1
 DATE: 5/23/2023

<u>Item</u>	<u>Description</u>	<u>Value</u>
SR 200 Trail (CC059)		
01.01.10.00.PUR	General Conditions	\$7,303.01
01.01.57.13.PUR	Erosion Control	\$1,967.22
01.31.00.00.PUR	Earthwork	\$10,874.09
01.32.36.01.PUR	Concrete Mobility Trail	\$22,966.64

Scope of work includes the installation of approximately 100 LF of concrete west of the SR 200 boardwalk as depicted on the Contract Documents.

SR200 Trail West End Concrete Path



A.J. Johns, Inc

3225 Anniston Road
Jacksonville, FL 32246

Contact: **Todd Patrick**
Phone: (904) 641-2055
Email: tpatrick@ajjohns.com

<u>To:</u>	Wildlight, LLC 1 Rayonier Way Yulce, FL 32097	<u>Job Name:</u>	SR200 Trail West End Concrete Path
<u>Attn:</u>	Tommy Jinks	<u>Date:</u>	05/17/2023
<u>Phone:</u>	904.321.1007	<u>Reference No.:</u>	21005-COR08R
<u>Email:</u>	tommy.jinks@wildlight.com		

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
900	SR200 Trail West 100 LF Concrete				
1000	General Conditions				
1010	Survey	1.00	LS	1,386.33	1,386.33
1020	Site Preparation	1.00	LS	1,410.14	1,410.14
1030	Asbuilts	1.00	LS	1,617.97	1,617.97
1040	Project Management and Supervision	1.00	LS	2,888.57	2,888.57
1990	General Conditions Subtotal				7,303.01
2000	Erosion Control				
2020	Erosion and Sediment Control	1.00	LS	1,967.22	1,967.22
2990	Erosion Control Subtotal				1,967.22
3000	Earthwork				
3010	Strip Site to Fill	100.00	CY	14.27	1,427.00
3020	Balance Site	100.00	CY	14.27	1,427.00
3030	Spread & Compact Site	200.00	CY	10.42	2,084.00
3040	Import Crushercrete for Stabilization	36.00	TONS	105.13	3,784.68
3050	Grade for 6" Concrete MUP	1.00	LS	1,608.28	1,608.28
3060	Machine Dress	1.00	LS	543.13	543.13
4010	6" Concrete MUP	148.00	SY	155.18	22,966.64
4990	Concrete Multi Use Path Subtotal				33,840.73
5000	SR200 Trail West 100 LF Concrete Total				43,110.96

NOTES:

Pricing does not include removal of any trees or stumps. Landscaping and Irrigation by Others.

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN INFRASTRUCTURE
IMPROVEMENTS AND THE RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT
TERMS FOR THE CONSTRUCTION OF SAME**

[FOUNDERS PARK TRAIL, FPL TRAIL AND WHISTLING DUCK POND SITE WORK]

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ^{25th} day of February 2024, by **Burnham Construction, Inc.**, a Florida corporation, having offices located at 11413 Enterprise East Boulevard, Macclenny, Florida 32063 ("**Contractor**"), in favor of the **East Nassau Stewardship District** ("**District**"), which is a local unit of special-purpose government situated in Nassau County, Florida, and having offices located c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 1. DESCRIPTION OF CONTRACTOR'S SERVICES. Contractor has provided construction services as general contractor in connection with the construction of certain infrastructure improvements (the "**Improvements**"), identified in **Exhibit A**, for Wildlight LLC, a Delaware limited liability company, a developer of lands within the District (the "**Developer**"). A copy of the contract for the construction of said Improvements is attached as **Exhibit B** ("**Construction Contract**").

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements, constructed by Contractor in connection with the Construction Contract attached as **Exhibit A**, from Developer, and thereby securing the unrestricted right to rely upon the terms of the Construction Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Construction Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

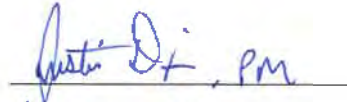
SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements identified in **Exhibits A and B** because of any act or omission of, whether caused in whole or in part by, Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer

for the Improvements identified in **Exhibit B**.

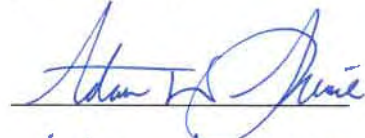
SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST



Justin Dixon

[print name]



Adam Lewis

[print name]

BURNHAM CONSTRUCTION, INC., a
Florida corporation



By: David Murnham

Its: President

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS & ACQUISITION COST

Founders Park trail and boardwalk, and FPL trail and culvert improvements constructed pursuant to that Construction Cost Plus with Guaranteed Maximum Price (Project Number CB-22-00020, as amended PO00000029), dated August 16, 2022, as amended and supplemented, by and between Wildlight LLC and Burnham Construction, Inc., as more particularly described below:

Improvement	Total Contract Cost	District Eligible Amount	Acquisition Cost ¹
Founders Park Trail and Boardwalk Improvements	\$1,956,486.31	\$175,823.65	\$175,823.65
FPL Trail and Culvert improvements	Included with above	\$535,771.14	\$0
TOTAL COSTS	\$1,956,486.31	\$711,594.79	\$175,823.65

¹Acquisition Cost includes costs associated with mobility trails which are eligible for mobility fee credit to be issued by the County (“Mobility Fee Creditable Improvement”). Payment for such Mobility Fee Creditable Improvement, if any, may further be governed by an agreement between the Developer and the District, which may reduce the estimated eligible Acquisition Cost. Further, while the above referenced “FPL Trail and Culvert Improvements” were installed Burnham Construction, Inc. per the above-referenced agreements, they are being acquired by the District by donation from the Developer pursuant to a separate acquisition packet, thus are excluded from the total anticipated Acquisition Cost.

TRAIL IMPROVEMENTS: All multi-use trail system infrastructure improvements, including concrete, aggregate and boardwalk hardscape features, plants, trees, timber, shrubbery, and other landscaping and related facilities constructed in and for the development of Wildlight Phase 1c-1, Phase 1c-West, Phase 1c-2, PDP 3 / Pod 4 North and PDP 3 / Pod 5, all located on portions of the real property described in the following legal description:

FOUNDERS PARK TRAIL AND BOARDWALK LOCATION:

LSS-817
2020ANE00809

Conservation Easement 4B (2.65 Ac.)

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 6085.39 feet; thence departing said North line, S 00°46'33" E, a distance of 319.64 feet to the Point of Beginning; thence S 34°31'52" E, a distance of 263.26 feet; thence S 63°13'56" W, a distance of 52.47 feet; thence S 05°38'48" W, a distance of 45.91 feet; thence S 24°24'42" E, a distance of 58.63 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 89°50'48"; thence on the arc of said curve, a distance of 39.20 feet said arc being subtended by a chord which bears S 20°30'42" W, a distance of 35.31 feet to the curves end; thence S 65°26'05" W, a distance of 78.11 feet; thence S 80°13'16" W, a distance of 12.76 feet; thence N 84°59'33" W, a distance of 56.38 feet; thence N 78°19'32" W, a distance of 47.90 feet; thence S 57°11'25" W, a distance of 78.12 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and central angle of 90°53'40"; thence on the arc of said curve, a distance of 39.66 feet said arc being subtended by a chord which bears N 77°21'46" W, a distance of 35.63 feet to the curves end; thence N 31°54'56" W, a distance of 50.10 feet; thence S 88°29'39" W, a distance of 76.51 feet; thence S 45°13'31" W, a distance of 10.72 feet; thence N 44°46'29" W, a distance of 3.41 feet to the beginning of a curve, concave Southeast, having a radius of 1065.00 feet and central angle of 24°48'30"; thence on the arc of said curve, a distance of 461.14 feet said arc being subtended by a chord which bears N 31°06'22" E, a distance of 457.55 feet to the beginning of a curve, concave Northerly, having a radius of 180.00 feet and central angle of 18°42'44"; thence on the arc of said curve, a distance of 58.79 feet said arc being subtended by a chord which bears N 89°26'58" E, a distance of 58.53 feet to the Point of Beginning

TOGETHER WITH:

Whistling Duck Pond trails, sidewalks, parking area, discharge structure, and drainage improvements constructed pursuant to that Construction Agreement Cost Plus with Guaranteed Maximum Price (Project Number CB-22-00024, as amended PO000000520), dated October 21, 2022, as amended and supplemented, by and between Wildlight LLC and Burnham Construction, Inc., as more particularly described below:

RECREATION/STORMWATER POND: completed portions of (i) all ponds/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures, catch-basins, publicly-owned pipes providing drainage, curb and gutter providing drainage for streets and right-of-ways, dry stormwater retention basins, if any, and related stormwater facilities; (ii) any and all recreational and/or community amenity improvements including park improvements, concrete and aggregate trails and associated improvements for such recreational and stormwater facilities known as Whistling Duck Pond, all in and for the development East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

RECREATION AND/OR COMMUNITY AMENITY TRACT 2, CONTAINING 15.53 ACRES, MORE OR LESS, AS SHOWN ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795,

INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA.

ALSO INCLUDING

LANDSCAPE, PARKING LOT, MOBILITY TRAIL AND ACCESS EASEMENT TRACTS: All multi-use trail system infrastructure improvements, which include asphalt trails and stormwater culverts, and parking lot improvements constructed in and for the development of East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

FUTURE RIGHT OF WAY TRACT 1, CONTAINING 2.30 ACRES, MORE OR LESS, AS SHOWN AND DELINEATED ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED AS INSTRUMENT NO. 202245006046 IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA.

TOGETHER WITH:

ACCESS EASEMENTS 4, 5 AND 6, AS SHOWN ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA, with following acreages:

- a) Access Easement 4; containing 0.04 Acres, more or less
- b) Access Easement 5; containing 0.05 Acres, more or less
- c) Access Easement 6; containing 0.01 Acres, more or less

TOGETHER WITH:

A PARCEL OF LAND, BEING A PORTION OF 110-FOOT MOBILITY TRAIL EASEMENT 5 (AKA FLORIDA POWER & LIGHT COMPANY EASEMENT) AND BEING A PORTION OF ACCESS EASEMENT 6, AND FUTURE RIGHT OF WAY TRACT 1, AS SHOWN ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA and being more particularly described as follows:

Commence at the Northwest corner of East Nassau - Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida; thence on the Westerly line of said East Nassau - Wildlight PDP 3 / POD 4 North, S 31°50'32" E, a distance of 76.75 feet to a point on the Southerly Right of Way line of Curiosity Avenue (66 foot Right of Way) said point also being on a curve, concave Southerly, having a radius of 967.00 feet and a central angle of 7°58'28" said point also being the Point of Beginning; thence departing said Westerly line and on said Southerly Right of Way line and on the arc of said curve, a distance of 134.59 feet, said arc being subtended by a chord which bears S 86°01'25" E, a distance of 134.48 feet to a point on the Northerly line of Recreation and/or Community Amenity Tract 1, of East Nassau -

Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida said point being on a curve, concave Northerly, having a radius of 253.00 feet and a central angle of 10°41'39"; thence departing said Southerly Right of Way line and on the Northerly, Westerly and Southerly lines of said Recreation and/or Community Amenity Tract 1 and on the arc of said curve for the next 9 courses, a distance of 47.22 feet, said arc being subtended by a chord which bears N 88°57'06" W, a distance of 47.15 feet to the beginning of a curve, concave Northeast, having a radius of 34.00 feet and a central angle of 50°53'57"; thence on the arc of said curve, a distance of 30.20 feet, said arc being subtended by a chord which bears S 44°23'47" E, a distance of 29.22 feet to the curves end; thence S 69°50'45" E, a distance of 19.30 feet to the beginning of a curve, concave Southwest, having a radius of 150.00 feet and a central angle of 41°20'47"; thence on the arc of said curve, a distance of 108.24 feet, said arc being subtended by a chord which bears S 49°10'22" E, a distance of 105.91 feet to the curves end; thence S 20°27'33" E, a distance of 41.96 feet to the beginning of a curve, concave Southwest, having a radius of 150.00 feet and a central angle of 3°23'50"; thence on the arc of said curve, a distance of 8.89 feet, said arc being subtended by a chord which bears S 10°43'12" E, a distance of 8.89 feet to a point of reverse curvature of a curve having a radius of 300.00 feet and a central angle of 5°03'12"; thence on the arc of said curve, a distance of 26.46 feet, said arc being subtended by a chord which bears S 11°32'53" E, a distance of 26.45 feet to a point of compound curvature of a curve having a radius of 3.00 feet and a central angle of 75°46'01"; thence on the arc of said curve, a distance of 3.97 feet, said arc being subtended by a chord which bears S 51°57'30" E, a distance of 3.68 feet to a point of compound curvature of a curve having a radius of 134.14 feet and a central angle of 4°59'22"; thence on the arc of said curve, a distance of 11.68 feet, said arc being subtended by a chord which bears N 87°39'49" E, a distance of 11.68 feet to a point on the Easterly line of 110 foot Mobility Trail Easement 5 of East Nassau - Wildlight PDP 3 / POD 4 North as recorded in Official Records Book 2539, page 1789, of the public records of Nassau County, Florida said point also being the Easterly Right of Way line of Florida Power & Light Company (110 foot Easement for Right of Way); thence departing said Southerly line and on said Easterly line, S 31°50'32" E, a distance of 929.95 feet to a point on Northerly line of Recreation and/or Community Amenity Tract 3 of the aforesaid East Nassau - Wildlight PDP 3 / POD 4 North; thence departing said Easterly line and on said Northerly line, S 56°16'55" W, a distance of 97.74 feet; thence departing said Northerly line, N 31°50'36" W, a distance of 1194.22 feet; thence S 83°27'07" W, a distance of 13.59 feet to a point on the aforesaid Westerly line of East Nassau - Wildlight PDP 3 / POD 4 North; thence on said Westerly line, N 31°50'32" W, a distance of 14.50 feet to the Point of Beginning.

EXHIBIT B

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

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CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

PROJECT NAME: Wildlight - Pod 4 Park & Trail Mass Grading; **PROJECT NUMBER:** CB-22-00020 ("Project")

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into this 16th day of August, 2022 by and between the Parties identified as Owner and Contractor in the "Key Business Terms," attached to the Agreement as Exhibit "A" and incorporated herein by reference. The Project is located at the Site and Property identified in the Key Business Terms.

NOW, THEREFORE, Owner and Contractor, for the premises, the consideration set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. ENTIRE AGREEMENT

- 1.1 This Agreement evidences the entire, integrated agreement between Owner and Contractor with respect to the Work herein. This Agreement supersedes all prior and contemporaneous written and oral agreements, statements, representations, promises, inducements, and understandings of any type or nature between the Parties. In no event will the Parties be bound by or be liable to each other for any such agreements, statements, representations, promises, inducements, or understandings of any type or nature, except as may be expressly set forth herein. Contractor may accept this Agreement by signing on the signature page or by commencing performance of any of its obligations herein, whichever occurs first.
- 1.2 **NO CHANGES TO THE WORK, AMENDMENTS OR MODIFICATIONS OF THIS AGREEMENT SHALL BE VALID OR ENFORCEABLE FOR ANY PURPOSE, UNLESS AND UNTIL SUCH CHANGES TO THE WORK, AMENDMENTS, OR MODIFICATIONS ARE SET FORTH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF OWNER. NO PERSON ACTING FOR OR ON BEHALF OF OWNER WILL HAVE AUTHORITY TO BIND OWNER OR TO OTHERWISE WAIVE OR MODIFY THE REQUIREMENT HEREIN THAT ALL CHANGES TO THE WORK, AMENDMENTS, AND MODIFICATIONS TO THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF OWNER.**
- 1.3 Before signing this Agreement, and on an annual basis thereafter, Contractor will provide Owner with a copy of the following documents:
 - a. Evidence that Contractor's business and all applicable contractor, trade, and professional licenses for the State in which the Project is located are effective and in good standing;
 - b. Evidence that Contractor has sufficient financial resources available to meet its unperformed obligations under the Contract Documents, including but not limited to Contractor's most current financial statement certified by either Contractor's CFO or a licensed CPA in the State where the Project is located;
 - c. Contractor's list of pending and completed projects; and
 - d. Contractor's certificate of insurance evidencing that all required insurance remains in place;

2. THE WORK

- 2.1 Contractor shall fully perform and complete all Work required by the Contract Documents enumerated in Article 3 within the Contract Time. The "Work" consists of the totality of Contractor's obligations under the Contract Documents, including, without limitation, Contractor's obligation to procure, furnish, install, fabricate, or otherwise provide all labor, supervision, services, materials, equipment, supplies, tools, and plant necessary to fully perform, complete, and make operational all the construction indicated in or reasonably inferred by the Contract Documents.
- 2.2 Contractor warrants and represents to Owner that, in executing this Agreement and undertaking the Work:
 - 2.2.1 Contractor has not relied upon any oral inducement or representation by Owner, Design Professional, or any of their employees, officers, consultants, representatives, or agents as to the scope, nature, character, magnitude, or condition of the Work, Project, or Property; and

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

- 2.2.2 Contractor has brought to Owner's and Design Professional's attention in writing all known errors, omissions, ambiguities, and discrepancies in the Contract Documents, and that such errors, omissions, ambiguities, and discrepancies in the Contract Documents have been clarified to Contractor's satisfaction, such that the Contract Documents contain all items necessary for the proper execution and completion of the Work by the Contractor within the Contract Time.

3 THE CONTRACT DOCUMENTS

3.1 The Contract Documents consist of:

- 3.1.1 Amendments to the Agreement signed by authorized representatives of the Parties contemporaneous with or after they sign the Agreement;
- 3.1.2 Change Orders signed by authorized representatives of the Parties contemporaneous with or after they sign the Agreement;
- 3.1.3 Exhibit A - the Key Business Terms;
- 3.1.4 The Agreement, including the following documents, which are incorporated herein by reference
 - Exhibit "B" - the Property Description
 - Exhibit "C" - the Plans and Specifications List
 - Exhibit "D" - Contractor's insurance requirements
 - Exhibit "E" - Contractor's unit prices, pricing index, and allowances (as applicable)
 - Exhibit "F" - Construction Schedule
 - Exhibit "G" - Draw Schedule
 - Exhibit "H" - Schedule of Values
- 3.1.5 The Plans and Specifications identified in the Plans and Specifications List.
- 3.1.6 Other Contract Documents, if any, identified in Section 3.1.6 of the Key Business Terms

3.2 In the event of an inconsistency, conflict or ambiguity between the various Contract Documents, the Contract Documents will govern in the order listed above

3.3 In the event of any inconsistency, conflict or ambiguity within a particular Contract Document or between the Plans and Specifications, the choice that has the highest cost, best quality, greatest quantity, or most complete performance, as determined by Owner, within will govern.

3.4 Contractor will use and complete the following forms attached to the Agreement as exhibits:

- Exhibit "I" - Contractor's signed Internal Revenue Service Form W-9
- Exhibit "J" - Application for Payment form
- Exhibit "K" - Unconditional Waiver and Release of Lien form
- Exhibit "L" - Waiver and Release upon Progress Payment form
- Exhibit "M" - Contractor's Progress Payment Affidavit
- Exhibit "N" - Waiver and Release of Lien upon Final Payment form
- Exhibit "O" - Contractor's final affidavit form
- Exhibit "P" - Change Order form
- Exhibit "Q" - Field Directive form

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

3.5 The Contract Documents are complementary. Work required by one Contract Document is required by all Contract Documents. The Work also includes items not expressly shown in the Contract Documents, but routinely provided by experienced contractors performing work of the same general scope, magnitude, and quality as the Work required to achieve the construction results indicated in the Contract Documents.

4 PLANS, SPECIFICATIONS AND PROJECT MANUAL

4.1 Promptly after signing the Agreement, the Parties and Design Professional will initial four (4) sets of the Plans and Specifications (the "Master Set"), which will govern in all matters which arise with respect to the Plans and Specifications.

5 CONTRACT PRICE

5.1 Owner will pay Contractor the Cost of the Work that Contractor pays or is obligated to pay and will pay to subcontractors, suppliers, and vendors promptly upon receipt of payment from Owner, plus the "Contractor's Fee" set forth in Section 5.1 of the "Key Business Terms." The sum of the Cost of the Work, plus Contractor's Fee equals the Contract Price ("Contract Price"). In no event will Owner be obligated to pay Contractor for any portion of the Contract Price that exceeds the Guaranteed Maximum Price set forth in Section 5.1 of the Key Business Terms, as may be adjusted only in strict conformance with Section 23 of this Agreement.

5.2 The Cost of the Work means those costs reasonably and necessarily incurred by Contractor in good faith in the proper and timely performance of the Work. Contractor is a fiduciary to Owner with respect to incurring costs and expenses that comprise the Cost of the Work. The Cost of the Work will be at rates not higher than the standard rates paid for like labor, materials, services, equipment, and suppliers in the general location of the Project, except with the prior written consent of Owner. The Cost of the Work shall include only the items expressly set forth in this Section, without duplication, or otherwise identified as a reimbursable cost in this Agreement.

5.2.1 Labor Costs: Actual wages of construction workers directly employed by Contractor to perform the Work at the Site, or, with the Owner's consent, at off-Site work locations.

5.2.2 Staff Costs: Actual wages or salaries of Contractor's supervisory, management, and administrative personnel assigned to the Site and performing tasks related to the Work.

5.2.3 Costs paid or incurred by Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions (excluding merit bonuses and profit sharing), provided such costs are based on wages and salaries included in the Cost of the Work under subsections 5.2.1 and 5.2.2 above.

5.2.4 Subcontractor Costs – Payments made by the Contractor or that will, upon receipt of payment from Owner, be paid to subcontractors in conformance with the requirements of an applicable subcontract agreement entered into in furtherance of this Agreement.

5.2.5 Costs of Materials and Equipment Incorporated in the Completed Construction – Costs, including the purchase price, transportation, delivery, and storage of materials and equipment that will be incorporated into the completed construction.

5.2.6 Costs of other Materials and Equipment, Temporary Facilities and Related Items – Costs, including the purchase price, transportation, delivery, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, which are provided by the Contractor at the Site and used in the performance of the Work; less salvage value on any such items not fully consumed, whether sold to others or retained by Contractor.

5.2.7 Miscellaneous Costs:

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

- 5.2.7.1 That portion of the premiums paid by Contractor directly attributable to (1) Contractor's purchase of insurance required by the Contract Documents, and (2) Contractor's purchase of payment, performance, and lien transfer bonds, if required by the Contract Documents.
 - 5.2.7.2 Sales, use, and similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable.
 - 5.2.7.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents or the Applicable Laws to procure.
 - 5.2.7.4 Other costs incurred in the proper and timely performance of the Work if, and to the extent pre-approved by Owner, in writing.
 - 5.2.7.5 Costs incurred by Contractor in taking reasonable actions before or during an emergency to protect the health, safety, and welfare of persons and property or to prevent or mitigate damage, injury, or loss to the Work; but only if and to the extent that the emergency is not caused by or was capable of being prevented by Contractor or any of its subcontractors, suppliers, or vendors, or anyone for whom any of them are responsible.
- 5.3 The Cost of the Work excludes:
- 5.3.1 Expenses of Contractor's principal offices and offices other than the Site office, including the wages and salaries and other compensation of Contractor's personnel stationed at any such offices, other than Site office, unless expressly identified section 5.4.1 of the **Key Business Terms**, or as otherwise approved by Owner in writing and then only to the extent that such personnel are providing services exclusively for the benefit of Owner and the Project.
 - 5.3.2 Overhead and general expenses, except as expressly included in this agreement.
 - 5.3.3 Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.
 - 5.3.4 Costs due to the negligence, willful misconduct, fault, or failure to comply with the requirements of the Contract Documents by Contractor, or any of its subcontractors, suppliers, or vendors, or by anyone directly or indirectly employed by any of them, or for whom any of them may be liable, including but not limited to cost to correct damaged, defective, or nonconforming Work, dispose and replace materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Work, other than routine and customary punchlist items.
 - 5.3.5 Any cost not specifically and expressly described in this agreement.
 - 5.3.6 Costs which would cause the Guaranteed Maximum Price, if any, to be exceeded.

6 PAYMENT AND PERFORMANCE BONDS

- 6.1 If required by Section 6.1 of the **Key Business Terms**, Contractor will provide Owner with performance and payment bonds (the "Bonds") with penal sums equal to the GMP with the signing of the Agreement on forms acceptable to Owner. The Bonds will be signed by Contractor, as principal, and a reputable commercial surety, as surety. The surety will be licensed by the Insurance Commissioner for the State of Florida, and it will have an A.M. Best Rating of not less than "A-". In no event will Owner be responsible for directly or indirectly reimbursing Contractor for subcontractor default, or SubGuard insurance, if a Contractor performance bond is provided.
- 6.2 The Bonds will expressly waive notice to the surety of all Changes to the Work; provided, however, Contractor will obtain the surety's written consent to each Change to the Work if and when the net aggregate value of all Changes to the Work equals or exceeds twenty percent (20%) more than the original GMP. Contractor's pricing

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

of Changes to the Work may include a separate markup for the Bonds equal to the actual premium that Contractor pays to increase the penal sum for such Bonds to account for Changes to the Work, less any discounts or rebates available to Contractor, regardless of when such discounts or rebates are issued.

- 6.3 The performance Bond will incorporate the terms and conditions of the Contract Documents and guarantee to Owner and any dual obligee(s) identified by Owner, the full and timely performance of all of Contractor's obligations under the Contract Documents, including without limitation, Contractor's warranty obligations and Contractor's obligations with respect to liquidated and actual delay damages. The performance Bond will remain in full force and effect through the applicable statute of limitations period.
- 6.4 The payment Bond will be unconditional and comply with the requirements of Fla. Stat. §713.23 to exempt the Property from all claims of lien and liens recorded by potential lienors contracting directly or indirectly with or through Contractor. In no event will a conditional payment bond be acceptable. Contractor will furnish a true copy of the payment bond to any subcontractor, supplier, or vendor of any tier who requests a copy of the payment bond from Contractor or the Surety.

7 CONTRACT TIME

7.1 **TIME IS OF THE ESSENCE AS TO CONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT.** All time is based upon calendar days, unless expressly indicated otherwise.

7.2 **Notice of Commencement:** No more than ninety (90) days before Contractor physically commences Work at the Site, Contractor, as Owner's authorized agent for purposes of carrying out the obligations herein, will file in the public records for the County where the Project is located a Notice of Commencement that conforms in all respects with the requirements of Fla. Stat. Code § 713.13 and provides an expiration date no earlier than ninety (90) days after the Substantial Completion Date.

7.2.1 In the event that a payment bond is required by Section 6.1 of the **Key Business Terms**, the Notice of Commencement will attach a true and correct copy of such payment bond.

7.2.2 Within two business days of filing the Notice of Commencement, Contractor will deliver to Owner a true and correct copy of the Notice of Commencement stamped by the clerk of the court's office as "filed."

7.2.3 Contractor will post either a certified copy of the Notice of Commencement or a notarized statement that the Notice of Commencement has been filed for recording along with a copy thereof in a conspicuous location at the Site.

7.2.4 In the event that Owner terminates this Agreement for cause, or Contractor abandons the Work, the surety will be responsible for re-filing the Notice of Commencement and meeting the requirements of this Section 7.2 before recommencing performance of the Work.

7.3 **Commencement of Work:** The Contractor shall commence the Work within ten (10) calendar days after the Commencement Date set forth in Section 7.3 of the **Key Business Terms**. In no event will Contractor commence Work before the Commencement Date.

7.4 **Milestones:** The Contractor will achieve the milestones no later than the applicable dates or times indicated in Section 7.4 of the **Key Business Terms**, as may be adjusted only in strict conformance with the Article 23 of the Agreement.

7.5 **Contract Time:** The Contractor will achieve Substantial Completion (as hereinafter defined) of the entire Work no later than the expiration of the Contract Time set forth in Section 7.5 of the **Key Business Terms**, as may be adjusted only in strict conformance with the Article 23 of the Agreement.

7.6 **Final Completion Date:** The Contractor will achieve Final Completion (as hereinafter defined) of the Work within the time required by the Certificate of Substantial Completion of the entire Work (the "Final Completion Date"),

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

unless Contractor requests and Owner grants, in its sole discretion, a time extension to the Final Completion Date for good cause shown.

8 PERMITS AND LICENSES

- 8.1 Owner will procure and pay for all performance, maintenance, and warranty bonds, if any, required by the municipality or County in which the Project is located, or by any other public entities with jurisdiction over the Project, or any public or private utilities. Contractor will cooperate with and assist Owner by providing all the information, certificates, acknowledgements, notices, and materials (including without limitation as-built drawings and inspection reports and certifications) required by Owner to prepare and submit the bond applications and to subsequently obtain a discharge of such bonds.
- 8.2 Contractor will procure and pay for all building, ground-breaking, demolition, street closing, and other similar permits, certificates, and approvals related to the Work that are commonly procured by contractors in the general vicinity of the Project.
- 8.3 Contractor represents and warrants that it and all of its subcontractors are authorized, qualified, and, to the extent required by the Applicable Laws (as defined below), licensed and in good standing to perform the Work in accordance with all applicable requirements of all federal, state, and local governmental entities, agencies, and utilities having jurisdictions over this Project.

9 MATERIALLY DIFFERING SITE CONDITIONS

- 9.1 Contractor acknowledges that it either visited the Site or that it had a reasonable opportunity to visit the Site, for the purpose of conducting a reasonable inspection of the physical conditions of Site before entering into this Agreement. Contractor further acknowledges that it either carefully reviewed or that it had a reasonable opportunity to carefully review the geotechnical report for the Site, if any, and all other information provided to or available to Contractor in relation the Site. Contractor's failure to acquaint itself with all reasonably discoverable physical conditions of the Site will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing its obligations under this Agreement based upon those conditions that would have been discovered upon a reasonable inspection of the Site and a careful review of all information provided to Contractor or available to Contractor.
- 9.2 Contractor will immediately stop all Work in the affected area in the event that Contractor encounters conditions in the performance of the Work that are unknown, undiscoverable upon a reasonable inspection, and subsurface, latent, or otherwise concealed physical conditions (1) which differ materially from those physical conditions affirmatively indicated in the Contract Documents, or (2) which are both unusual and differ materially from those physical conditions ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. Contractor will provide written notice to Owner within two (2) days of the first discovery of the conditions by Contractor or anyone for whom it is responsible, and in any event, before such conditions are disturbed from the conditions existing immediately after discovery. Contractor will not resume performing Work in the affected area, until Owner investigates the conditions and directs Contractor in writing to resume Work in the affected areas. Owner will, as promptly as practicable, investigate such conditions. Owner will issue a Change Order to adjust the Contract Price or Contract Time accordingly if it determines that such conditions are materially different site conditions under this Section to the extent that such conditions cannot be avoided or mitigated and will cause Contractor to incur an increase or decrease in the direct Cost of the Work or the Contract Time or both. In no other event will Owner be liable to Contractor for an adjustment to either the GMP or the Contract Time based upon physical conditions of the Site. Contractor waives any Claim that it could otherwise make for an increase to the GMP or Contract Time or both due to Contractor's failure to strictly comply with this Article 9 or due to Contractor's failure to identify conditions pursuant to Section 9.1, which are a basis for the request for an adjustment to the GMP or Contract Time or both.

10 CONFIDENTIALITY

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

- 10.1 Contractor acknowledges that all data, plans, processes, methods, techniques and other information or materials furnished or made available to Contractor by Owner, are owned, as between Owner and Contractor, exclusively by Owner. Contractor further acknowledges and agrees that any such information or materials which are not available to the public at large (collectively, "Confidential Information") shall for all purposes be regarded by Contractor and its subcontractors, suppliers, and vendors, and the employees, agents, and representatives of any of them, as strictly confidential. The existence of this Agreement and Owner's retention of Contractor will also constitute Confidential Information. Confidential Information may be disclosed in documentary or other tangible form, electronically, orally or by visual inspection. Except as required in the performance of the Work, neither Contractor nor any of its subcontractors, suppliers, or vendors, or the employees, agents or representatives of any of them, will redistribute, market, publish, disclose or divulge to any other person, firm or corporation, or use or modify for use, directly or indirectly in any way for anyone, any such Confidential Information, without the express prior written consent of Owner.
- 10.2 Contractor's obligations under this Section 10 with regard to Confidential Information shall be in effect at all times during the performance of the Work and shall continue: (i) with regard to each item of Confidential Information which constitutes a trade secret under the Applicable Laws, for such time as such item shall continue to constitute a trade secret under the Applicable Laws; and (ii) with regard to each item of Confidential Information other than trade secrets, for a period of three (3) years following return of such item to Owner.
- 10.3 Information shall not constitute Confidential Information which (i) was known to Contractor prior to the date of disclosure by Owner as evidenced by Contractor's written records; (ii) is in or becomes in the public domain by reason other than a breach of this Covenant; or (iii) legally comes into Contractor's possession without an obligation of confidentiality through channels independent of Contractor.
- 10.4 The terms and covenants of this Section 10 will survive expiration or termination of this Agreement. Upon such expiration or termination, Contractor agrees to immediately return to Owner any and all tangible or written expressions of all Confidential Information or proprietary information of Owner in the possession of Contractor or any of its employees or agents.

11 NO PROMOTION

- 11.1 Contractor shall acquire no right under this Contract to use, and shall not use, the name, logo, or any mark of Owner, or those of Owner's parent, affiliates, divisions and subsidiaries, any division or project of Owner, in any of Contractor's advertising, publicity, or promotion to express or imply any endorsement by Owner of Contractor's Work or in any other manner whatsoever without Owner's prior written consent, which may be withheld in Owner's sole discretion. Contractor will not use photographs or depictions of the Project or any other portions of Owner's development for advertising or promotional purposes, and Contractor will not advertise or promote itself as being involved in the Project without Owner's prior written permission in Owner's sole discretion.

12 SUBSTANTIAL COMPLETION

- 12.1 Unless provided for otherwise in Section 12.1 of the **Key Business Terms**, Contractor will achieve substantial completion of the entire Work ("Substantial Completion") when the work is complete except for minor punch list items and available for Owner's beneficial occupancy and use for its intended purpose.
- 12.2 In no event will Substantial Completion occur until all applicable governmental agencies having jurisdiction over the Work have issued either an unconditional Certificate of Completion or unconditional Certificate of Occupancy with respect to the Work or the equivalent, including landscaping and common areas (as applicable), unless withheld due solely to causes beyond the control or fault of Contractor. Notwithstanding anything to the contrary contained herein, Contractor shall be responsible for obtaining the unconditional Certificate of Completion or unconditional Certificate of Occupancy or the equivalent (whichever is applicable) with respect to the Work, unless withheld due solely to causes beyond the control or fault of Contractor. Owner shall comply with all of its obligations required by the issuing authority in order to enable the Contractor to obtain such Certificate(s).

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13 LIQUIDATED DAMAGES

13.1 Contractor acknowledges that Owner will be severely damaged in the event that Contractor fails to achieve Substantial Completion within the Contract Time. Owner's damages may include, without limitation, lost revenues, profits, rent, and income, and additional and extended costs for contract administration, financing, insurance, rental, storage, and relocation. Contractor will be liable to Owner for Liquidated Damages if applicable to this Agreement, as indicated in Section 13.1 of the **Key Business Terms**.

14 ACCEPTANCE OF WORK

14.1 Contractor will schedule all final inspections required by governing authorities with jurisdiction and utilities.

14.2 Contractor will prepare a proposed detailed punchlist identifying all Work known by Contractor or its subcontractors to be incomplete, defective, or non-conforming, which Contractor will provide to Owner in both a physical and an electronic form with Contractor's written notice when Contractor considers the entire Work to have achieved Substantial Completion. Contractor will prepare and provide Owner with a similar proposed detailed punchlist and written notice if and to the extent that Owner agrees in writing, in its sole discretion, to accept Substantial Completion of a portion or a phase of the Work in advance of Substantial Completion of the entire Work.

14.3 Owner and Design Professional or a designated consultant, will inspect the Work after Contractor's completion of its obligations under Article 14.2, to determine if Contractor achieved Substantial Completion. Owner will notify Contractor of Owner's determination as follows:

14.3.1 In the event Owner determines that Contractor has not achieved Substantial Completion, Owner's notice to Contractor will identify all incomplete, non-conforming, and defective Work that precludes Substantial Completion. Contractor will promptly complete and correct all such Work before providing a renewed notice under this section.

14.3.2 In the event Owner determines that Contractor achieved Substantial Completion, Owner's notice will either approve Contractor's proposed punchlist or include a revised comprehensive punchlist, which will include all Work known at that time by Contractor and its subcontractors, Owner, and Design Professional to be incomplete, defective, or non-conforming (the "Punchlist").

14.4 Contractor will employ a dedicated punchlist crew, whose sole responsibility will be to promptly and diligently commence and complete and correct all items on the Punchlist. Failure to include an item on the Punchlist will not alter Contractor's responsibility to promptly and diligently complete and correct all Work so that it conforms to the Contract Documents, nor preclude Contractor, Owner, Design Professional, or any person designated by Owner from supplementing the Punchlist any time before Final Completion.

14.5 All workmanship and materials provided by Contractor shall be subject to the approval of the Owner, the Design Professional, and the governmental agencies and utilities that are responsible for inspecting and/or accepting the Work. In no event will Owner's approval of the Work be considered acceptance of any incomplete, defective, or non-conforming Work that is not expressly identified with particularity and accepted by Owner in a written Change Order signed by an authorized representative of Owner.

14.6 Contractor will notify Owner in writing when Contractor has completed all items on the Punchlist. Owner and Design Professional or a designated consultant, will inspect the Work thereafter to determine if Contractor achieved Final Completion. Owner will notify Contractor of Owner's determination. In the event Owner determines that Contractor has not achieved Final Completion, Owner's notice to Contractor will identify all items on the Punchlist that preclude Final Completion. Contractor will promptly complete and correct all such items before providing a renewed notice under this section.

15 EXTENSION OF TIME

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15.1 Contractor may be entitled to an extension of the Contract Time in the event of delay to the planned critical path activities on the then most current update to the Construction Schedule due solely to Owner ordered Changes to the Work; Owner ordered Suspension; any acts or omissions of Owner or Design Professional, or any employee, consultant, representative, or agent of any of them; a Force Majeure Event (as defined in Section 15.5); an Abnormal Adverse Weather Conditions (as defined in Section 15.4); a Differing Site Condition; or other causes that are beyond the control and without the fault or negligence of Contractor or any of its subcontractors, suppliers, or vendors of any tier, or any of the employees, consultants, representatives, or agents of any of them.

15.2 Contractor will only be entitled to a time extension under Section 15.1 if and to the extent that it provides Owner with written notice of the existence of the delay and written submission of the following information within the time periods set forth in Sections 15.3 or 15.4, as applicable:

15.2.1 Nature of the delay

15.2.2 Cause of the delay;

15.2.3 Date that the delay first started;

15.2.4 Actual or estimated length of the delay;

15.2.5 A copy of the most current update to the Construction Schedule that immediately preceded the start of the delay;

15.2.6 Identification of the specific critical path activities on the then current update to the Construction Schedule impacted by the delay; and

15.2.7 Recommended actions to avoid or minimize the effects of the delay.

Contractor acknowledges that Owner will be prejudiced by Contractor's failure to provide both the written notice and the written submission of such information within the time periods set forth above. Contractor's failure to provide such written notice and information within the times indicated will waive any claim that Contractor could otherwise make for a time extension due to such delay.

15.3 Other than a claim for a time extension due to an Abnormal Adverse Weather Condition, Contractor will provide Owner with (1) written notice of the existence of the delay within seventy-two (72) hours after the start of the delay, and (2) written submission of the information required by Section 15.2 within seven (7) days after the start of the delay.

15.4 An Abnormal Adverse Weather Condition occurs when the adverse weather conditions actually occurring at the Site for a particular calendar month are more severe than the adverse weather conditions that occurred at the National Oceanic and Atmospheric Administration's weather reporting station closest to the Site for the same calendar month during the previous ten (10) year period ("Abnormal Adverse Weather Condition"). To make a claim for a time extension due to Abnormal Adverse Weather Conditions, Contractor must provide Owner with (1) written notice of such claim within three (3) days of the date that the adverse weather conditions became abnormal, and (2) written submission of the information required by Section 15.2, along with (i) Contractor's daily reports documenting the actual weather conditions at the Site and (ii) the weather records of the National Oceanic and Atmospheric Administration's weather reporting station closest to the Site for the same calendar month during the previous ten (10) year period, within seven (7) days after the end of the month during which the Abnormal Adverse Weather Conditions occurred. Adverse weather conditions which do not meet the criteria set forth herein will not be cause for a time extension.

15.5 A force majeure event occurs when there is a delay to the planned critical path activities on the then most current update to the Construction Schedule due solely to fire, flood, landslide, sinkhole, hurricane, tornado or other unanticipated act of God, malicious mischief, theft, strike or lockout (other than by workers on this Project), national or regional shortages of material, or war, injunction, unusual delays in approval by a governing authority with jurisdiction, or other unanticipated act of Governmental; provided Contractor and its

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subcontractors, suppliers, and vendors of any tier, and the employees, consultants, representatives, agents of any of them, did not cause or contribute to such event, and Contractor and its subcontractors, suppliers, and vendors of any tier, and the employees, consultants, representatives, agents of any of them use best efforts to timely avoid or mitigate the effects of such event ("Force Majeure Event").

- 15.6 Contractor will not be entitled to an increase in the GMP or any additional compensation from Owner and hereby waives any claim due to delay from any cause whatsoever, other than a delay caused solely by an Owner ordered Change to the Work or Owner ordered Suspension of the Work for reasons not wholly or partly attributable to Contractor, including without limitation additional compensation due to additional direct costs, extended or additional general conditions costs, lost profits, Site office overhead and expenses, home office overhead and expenses, and any other economic loss that Contractor may incur by reason of such delay. Contractor's right to a time extension will be Contractor's sole remedy in the event of a delay, other than a delay due solely to an Owner ordered Change to the Work or an Owner directed Suspension of the Work.

16 APPLICATION FOR PAYMENTS AND PROCEDURES

16.1 Before signing the Agreement

16.1.1 Contractor and Owner jointly prepared the "Draw Schedule", which is attached to this Agreement as **Exhibit "G"** (the "Draw Schedule"), as an estimate of the anticipated monthly draw amounts that Contractor will request from Owner during the progress of the Work.

16.1.2 Contractor prepared the "Schedule of Values" attached to this Agreement as **Exhibit "H"** (the "Schedule of Values"), which Contractor represents to Owner is a true and accurate accounting of the Cost of the Work broken down to discrete work activities for each discrete trade. Upon Owner's written request, Contractor will provide Owner with documents substantiating the accuracy of the Schedule of Values.

16.2 Owner may use the Draw Schedule and the Schedule of Values as a basis for reviewing and paying Contractor's Applications for Payment of a progress or final payment; provided, however, in no event will Owner be obligated to pay Contractor more than the GMP or the actual Cost of the Work incurred by Contractor through the last day upon which the Application for Payment is based.

16.3 On a monthly basis, Contractor may submit an "Application for Payment" to Owner for a progress payment in the form attached hereto as **Exhibit "I"** (the "Application for Payment"), along with all other information and documents required by Section 16.6 or otherwise requested by Owner to substantiate Contractor's right to a progress payment, on or before the twenty-fifth (25th) day of the calendar month (the "Application Date") for materials properly stored and Work properly completed during the one month period commencing on the first (1st) day of the month and reasonably estimated to be complete by the last day of the month.

16.4 Contractor's submission of each Application for Payment to Owner for a progress or final payment is a representation by Contractor to Owner that all Work indicated therein is complete and in conformance with the Contract Documents.

16.5 Contractor will calculate the progress payment requested in each Application for Payment, as follows:

16.5.1 The current value of the Work, which will equal the lowest value of materials properly stored and Work properly completed and in place based upon:

16.5.1.1 The percentage and value of materials properly stored and Work properly completed and in place based upon the Schedule of Values;

16.5.1.2 The projected percentage and projected value of materials properly stored and Work properly completed and in place based upon the Draw Schedule;

16.5.1.3 The value of materials properly stored and Work properly completed and in place based upon actual Cost of the Work incurred by Contractor through the last date of the month,

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which Contractor has either paid or intends in good faith to pay upon receipt of Payment from Owner, along with copies of invoices, pay requests, and vouchers from subcontractors, suppliers, and vendors to substantiate the Cost of the Work incurred that pay period;

- 16.5.2 Less retainage on the current value of the Work
- 16.5.3 Less the amount Owner has paid Contractor through the Application Date, plus any anticipated payments from Owner to Contractor through the last date of the month;
- 16.6 Owner's obligation to review and process each Application for Payment of a progress payment is subject to Contractor providing the following documents, which are absolute conditions precedent to Owner's obligation to make such progress payment to Contractor:
 - 16.6.1 A notarized "Waiver and Release of Lien Upon Progress Payment" signed by Contractor in the form attached hereto as Exhibit "L";
 - 16.6.2 A notarized "Unconditional Waiver and Release of Lien" in the form attached hereto as Exhibit "K", signed by each first-tier and, if directed by Owner, lower tier subcontractor, supplier, and vendor whose portion of the Work was included and paid in the previous Application for Payment;
 - 16.6.3 Contractor's signed and notarized "Progress Payment Affidavit" in the form attached hereto as Exhibit "M", setting forth all outstanding and unpaid bills for Work or materials which have been incurred on the Project to date;
 - 16.6.4 Contractor's updated Construction Schedule; and
 - 16.6.5 Such other evidence of performance of the Work, the costs thereof and the payment therefore as Owner may deem necessary or desirable, all in a form and content acceptable to Owner.
- 16.7 Owner's payment of any Application for Payment for a progress or final payment shall not constitute acceptance of defective, non-conforming, or incomplete Work.
- 16.8 Contractor's failure to properly prepare and support an Application for Payment for a progress or final payment, including requesting payment for Work not performed or failure to include all the information and documents required by Owner, may result in Owner returning the Application for Payment to Contractor without review for Contractor's correction and resubmission to Owner.

17 PROGRESS PAYMENTS

- 17.1 Owner will review and notify Contractor within fifteen (15) days of the date that Owner receives a properly prepared Application for Payment, and all information and documents required by Section 16, whether the payment requested is approved or rejected, in whole or in part. Owner's notice will indicate the amount and basis for rejecting all or any part of the Application for Payment.
- 17.2 Owner will pay to Contractor an amount equal to ninety percent (90%) of the net amount approved, after deducting any sums withheld by Owner under Section 18 of the Agreement or otherwise due Owner as a credit, backcharge, or set-off, within thirty (30) days of Owner's receipt of each properly prepared and supported Application for Payment. The remaining ten percent (10%) constitutes "Retainage."
 - 17.2.1 Upon Contractor's request, Owner may, at its sole discretion, release a portion of the retainage to Contractor to be paid to one or more identified subcontractors who fully and properly complete their portion of the Work before the overall progress of the Work is fifty (50%) percent complete.
 - 17.2.2 The remaining retainage will be released to Contractor when a certificate of Substantial Completion is fully signed by Owner and Contractor, less a holdback of retainage equal to two hundred (200%) of the value of the items in the punchlist, as determined by Owner, which will be paid to Contractor in the Final Payment, less any credits, setoffs, or deductions that Owner is entitled to take.

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17.3 Owner may, at its sole and absolute discretion, and without obligation, make joint or direct payments to subcontractors, suppliers, vendors, and workers, of any tier, for labor, materials, equipment, and services provided in connection with the Work, in which event such payments will be credited against the Contract Price and deducted from the GMP.

18 WITHHOLDING PAYMENT TO CONTRACTOR

18.1 Owner may withhold its approval of an Application for Payment of a progress or final payment, or withdraw an approval previously given, in whole or in part, if and to the extent that Owner determines, in its sole and absolute discretion, that such action is prudent to protect Owner from loss or damage due to:

- 18.1.1 Failure of the Contractor to carry out the Work in conformance with the Contract Documents;
- 18.1.2 Defective Work not remedied;
- 18.1.3 Claims filed or reasonable evidence indicating the probable filing of such claims;
- 18.1.4 Failure or alleged failure of Contractor to pay subcontractors, suppliers, vendors, or others of any tier, providing labor, materials, equipment, or services in relation to the Work, in accordance with their agreements with Contractor;
- 18.1.5 Failure of Contractor to satisfy all conditions precedent to payment, including without limitation Contractor's failure to provide an updated Construction Schedule and required lien waivers and releases;
- 18.1.6 Reasonable evidence that the Work will not be completed within the GMP;
- 18.1.7 Damage to Owner or others, including without limitation, the Design Professional, a Separate Contractor, neighboring property owners, tenants, invitees, licensees, and trespassers;
- 18.1.8 Reasonable evidence that the Work will not be completed with the Contract Time;
- 18.1.9 Failure to transfer claims of lien from the Property;
- 18.1.10 Failure of Contractor to submit any information required by this Agreement.

18.2 Contractor shall not stop Work pending resolution of a dispute between Owner and Contractor.

19 FINAL PAYMENT

19.1 Upon achieving Final Completion, Contractor will submit an Application for Payment to Owner for final payment on the "Application for Payment" form attached to the Agreement as Exhibit "J", along with all documents required by Section 19.2 or otherwise requested by Owner to substantiate Contractor's right to final payment.

19.2 Owner's obligation to review and process the Application for Payment of final payment is subject to Contractor providing the following documents, which are absolute conditions precedent to Owner's obligation to make such final payment to Contractor:

- 19.2.1 Contractor's final accounting signed by Contractor's CFO or a CPA;
- 19.2.2 Contractor's notarized waiver and release of lien upon final payment signed by Contractor on the "Waiver and Release Upon Final Payment" form attached to the Agreement as Exhibit "N";
- 19.2.3 Notarized unconditional final waivers and releases of lien signed by all first tier, and, if directed by Owner, lower tier subcontractors, suppliers, and vendors on the "Waiver and Release Upon Final Payment" form attached to the Agreement as Exhibit "N";
- 19.2.4 Contractor's certification to Owner that the Project has been fully completed in conformance with the Plans and Specifications

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19.3 Owner will pay the unpaid balance of the Contract Price or the GMP, whichever is less, to Contractor within thirty (30) days after all of the following absolute conditions precedent to Owner's obligation to make final payment are satisfied:

- 19.3.1 Contractor achieves Substantial Completion of the Work as defined in Article 12;
- 19.3.2 Contractor completes all items on the Punchlist as provided for in Article 14;
- 19.3.3 Owner approves Contractor's Application for Final Payment;
- 19.3.4 Owner approves Contractor's final accounting;
- 19.3.5 Contractor assigns to Owner all subcontractor and manufacturer warranties not already issued in Owner's name;
- 19.3.6 Contractor makes final payment to all subcontractors, suppliers, vendors, and workers of any tier;
- 19.3.7 Contractor provides Owner with a notarized Contractor's final affidavit that complies in every respect with Fla. Stat. §713.06 on "Contractor's Final Affidavit" form attached to the Agreement as Exhibit "O";
- 19.3.8 Completion of "As-Built" Plans showing the completed Project and the location of all easements and encroachments, if any, and showing all approved conditions, utility locations, certified by a licensed Florida land surveyor. Contractor shall furnish to Owner, as a Cost of the Work, four (4) sets of "As-Built" Plans certified by Contractor to be true and correct.

19.4 Acceptance of the Work as achieving Final Completion will not constitute acceptance of any defective, incomplete, or non-conforming Work or improper materials or workmanship or waiver of any claim which Owner may have under the Contract Documents or under the Applicable Laws; unless expressly identified with particularity and acknowledged by Owner in a written Change Order signed by an authorized representative of Owner.

19.5 Owner may, in its sole and absolute discretion, agree to make Final Payment to Contractor before Contractor completes all items on the Punchlist, in which event Owner will have the right to withhold an amount equal to two hundred percent (200%) of the estimated cost to complete all incomplete, nonconforming, and defective Work, as determined by Owner.

20 AGREEMENT TO CORRECT DEFECTIVE WORK

20.1 In addition to any other warranty obligation owed to Owner by contract or law, Contractor will promptly and diligently upon its discovery or its receipt of Owner's notice, whichever occurs first, and, at Owner's option, correct, complete, or remove and replace ("Remediate") all Work found to be defective, non-conforming, or incomplete ("Defects"), whether discovered before or after Substantial Completion. Contractor will commence to Remediate Defects identified by Owner as an emergency, involving the building envelope, or any plumbing, electrical, air conditioning, fire protection, or other utility services no more than twenty four (24) hours after Contractor's discovery or receipt of Owner's notice thereof. Contractor will commence to Remediate all other Defects no more than ten (10) days after Contractor's discovery or receipt of Owner's notice thereof. Owner may, but shall not be required to, Remediate Defects at Contractor's cost in the event Contractor fails to commence and thereafter diligently continue to Remediate any Defect within the times indicated until fully Remediated. Owner may also, but shall not be required to, Remediate Defects at Contractor's cost, without prior notice to Contractor, in the event that Owner determines that a Defect poses an unreasonable risk of harm to person, property, or its economic interests. Contractor shall immediately pay the expenses incurred by Owner to Remediate any Defects.

20.2 Contractor's corrective Work will conform in all respects with the Contract Documents. All costs related to the Remediation of Defects, including but not limited to the cost to uncover, remove, replace, and reinstall equipment and materials to gain access to the Defects or damaged during the Remediation Work will be borne

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by Contractor. Contractor's Surety will expressly guarantee full and timely performance of Contractor's warranty obligations herein.

20.3 Contractor's obligation to Remediate Defects will in no event establish a limitation period for Contractor's other obligations under the Contract Documents, including without limitation its obligation to perform the Work in conformance with the Contract Documents.

21 CHANGES TO THE WORK

21.1 Owner may, at any time, without invalidating this Agreement, and without notice to the Surety, if any, make changes within the general scope of the Work ("Change(s) to the Work"). To be effective, all Changes to the Work must be memorialized by a change order signed by Owner and Contractor ("Change Order") on the "Change Order" form attached hereto as Exhibit "P" and signed by an authorized representative of Owner.

21.2 Changes to the Work may be accomplished after the Parties sign this Agreement, by Amendment, Change Order, or Field Directive.

21.3 Contractor will make no Change(s) to the Work unless and until Owner authorizes Contractor to make such Change(s) to the Work by a written Change Order or Field Directive signed by Owner in accordance with, and in strict compliance with, the requirements of the Contract Documents. No person acting for or on behalf of Owner will have authority to modify or waive this requirement, which is an essential term of the Agreement.

21.4 Contractor will proceed promptly to perform all Changes to the Work upon receipt of either a Change Order or a Field Directive signed by Owner, unless provided for otherwise therein.

21.5 No claim that Owner has expressly or impliedly accepted alterations or additions to the Work, or that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any unjust enrichment, shall be the basis for any claim to an increase to the GMP or Contract Time or both.

21.6 In no event will Contractor be entitled to an adjustment of the GMP or Contract Time or both on the basis that a Change to the Work is necessitated by Contractor's failure to familiarize itself with the Applicable Laws or the practices of any governing authority with jurisdiction over the Project or the Work.

22 CHANGE REQUEST

22.1 Contractor shall, within fourteen (14) calendar days following receipt of a written change request or, if applicable, within the time set forth in a Field Directive from Owner (the "Change Request"), submit to Owner a written proposal for fully performing the proposed change to the Work ("Contractor's Proposal"). Contractor's Proposal will include all time and cost affects, if any, arising out of or relating to the proposed change to the Work.

22.2 Contractor's Proposal will set forth in detail Contractor's best estimate of the actual increases and decreases to the direct Cost of the Work and a proposed net adjustment to the GMP, if any, to carry out the proposed changes to the Work for the following all cost categories:

- 22.2.1 Materials, quantities and unit prices, if applicable;
- 22.2.2 Labor man hours and wages by trade;
- 22.2.3 Equipment type and size and rental rate;
- 22.2.4 Subcontract cost with backup detail for such items.

22.3 Contractor's sole markup for all net additive Changes in the Work shall be limited to the markups identified in Section 22.3 of the Key Business Terms. The amount of credit for net deductive Changes in the Work will be actual net decrease to the Cost of the Work, as supported by Contractor and confirmed by Owner.

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22.4 Contractor's Proposal will identify in detail Contractor's best estimate of the actual increases and decreases to the Contract Time, and a proposed net adjustment to the Contract Time, if any, to carry out the proposed changes to the Work, along with providing the following information:

- 22.4.1 The duration of time to perform the proposed changes to the Work;
- 22.4.2 Identification of all necessary predecessor and successor activities to the performance of the proposed change to the Work, along with a description of their logic relationship to the proposed changes to the Work, such as start to start, start to finish, and finish to finish, along with any lag time;
- 22.4.3 Dates on the most current update to the Construction Schedule when Contractor anticipates commencing and completing performance of the proposed changes to the Work;
- 22.4.4 All activities in the most current update to the Construction Schedule that will be affected in any way by the proposed changes to the Work;
- 22.4.5 All critical path activities in the most current update to the Construction Schedule that will be delayed or accelerated by the proposed changes to the Work;
- 22.4.6 Contractor's proposed revisions to the most recent update to the Construction Schedule, including changes in logic, durations, and relationships between activities in and activities added to or deleted from the most recent update to the Construction schedule; and
- 22.4.7 Demonstrate to Owner's satisfaction of the extent, if any, to which the proposed changes to the Work will cause Contractor to accelerate or to delay critical path activities on the most current update to the Construction Schedule.

22.5 Owner may issue a Field Directive to Contractor in the event Owner decides to proceed with any Changes in the Work before Owner accepts Contractor's Proposal, regardless of whether Owner has received Contractor's Proposal, and whether the time period for pricing the proposed changes to the Work has expired.

22.6 If Contractor fails to submit Contractor's Proposal to Owner within the time period for pricing the proposed Changes to the Work, Owner may issue a Change Order to Contractor for the Changes to the Work, setting forth Owner's estimate of the adjustments to the GMP or Contract Time or both resulting from the Changes to the Work, which will be binding on Contractor, without further negotiation.

23 CHANGE ORDERS

23.1 A Change Order is a written order prepared by Owner and signed by Contractor and Owner after execution of the Agreement, memorializing their full and final agreement upon all of the following:

- 23.1.1 A Change to the Work;
- 23.1.2 The amount of the adjustment to the Guaranteed Maximum Price, if any; and
- 23.1.3 The extent of the adjustment to the Contract Time, if any.

24 FIELD DIRECTIVE

24.1 A Field Directive is a written directive signed by Owner and issued to Contractor that authorizes Contractor to proceed with performing Change(s) to the Work in advance of the Parties reaching a full and final agreement to an adjustment, if any, to the GMP or the Contract Time or both. Owner may also issue a Field Directive where the Parties dispute whether certain work is defective or required by the Contract Documents. Issuance of a Field Directive is not an admission that Contractor is entitled to an adjustment to either the GMP or the Contract Time.

24.2 A Field Directive may propose, at Owner's option, an adjustment or a method for adjusting the GMP. Upon receipt of a Field Directive, Contractor shall promptly advise Owner of Contractor's agreement or disagreement

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with the adjustment or the proposed method of adjustment set forth therein. A Field Directive signed by the Contractor indicates agreement of the Contractor therewith, including the adjustment or proposed method of adjustment to the GMP, which will be effective immediately and recorded as a Change Order.

- 24.3 Unless Owner directs otherwise, Contractor will not stop or suspend performance of a Field Directive in the event of a dispute between the Parties as to the adjustment to the GMP or the Contract Time or both resulting from a Change to the Work. In such an event, Contractor will keep and present to Owner on a weekly basis separate, accurate cost records, including time sheets, invoices, and equipment utilization records, of the actual costs incurred and costs saved by Contractor for the direct Cost of the Work items set forth in Section 22.2 to perform the Changes in the Work. In no event will Owner be obligated to increase the GMP by more than the sum of such actual cost records, plus a reasonable Markup calculated in conformance with Section 22.3.
- 24.4 Contractor may include in its Application for Payment amounts not in dispute, as determined by Owner, pending a final determination of the adjustment to the GMP, if any, resulting from a Field Directive.

25 CONSTRUCTION SCHEDULE

- 25.1 Contractor prepared and submitted the Construction Schedule (the "Construction Schedule"), prior to the execution of this Agreement, which is attached hereto as **Exhibit "F"**. Unless approved by Owner, Contractor will prepare the Construction Schedule using a critical path ("CPM") analysis of construction activities and logical relationships for the orderly and timely performance and completion of all Work.
- 25.2 The Construction Schedule shall be complete in all respects, covering, in addition to activities and interfaces with other contractors at the Project, off-Site activities such as design, fabrication, an allowance for normal adverse weather delays consistent with Section 15.4, submittals, procurement and delivery to the Site of Contractor and Owner furnished material and equipment. In addition, Contractor will submit a detailed written narrative description of its plan for performing the Work that tracks the Construction Schedule.
- 25.3 The Construction Schedule shall include the following:
- 25.3.1 Separate activities for each item of work performed by each trade in each discrete location of the Project;
 - 25.3.2 The necessary predecessor and successor activities for each activity and their logical connection to the activity;
 - 25.3.3 The duration, early start, early finish, late start, late finish, and float time for each activity
 - 25.3.4 Brief description of each activity;
 - 25.3.5 Indication of all activities on the critical path;
 - 25.3.6 Indication of all activities with less than one (1) month of float; and
 - 25.3.7 Contract and other major milestones.
- 25.4 The initial Construction Schedule and each periodic update of the same shall be accompanied by a separate tabular listing of all activities in the Construction Schedule which shall include the following:
- 25.4.1 A listing of all activities by activity description, each identified by code or activity number;
 - 25.4.2 The duration of each activity;
 - 25.4.3 Earliest start and finish dates for each activity;
 - 25.4.4 Latest start and finish dates for each activity;
 - 25.4.5 Float time for each activity;
 - 25.4.6 As each duration, start date, finish date and float times of each activity become actual, it shall be noted as such on the periodic update; and

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25.4.7 As each activity is completed, it shall be noted as such on the periodic update.

25.5 Contractor shall promptly inform Owner of any proposed change in the Construction Schedule and shall furnish Owner with a revised Construction Schedule and narrative within ten (10) calendar days after approval by Owner of such change in the form of a Change Order. The Construction Schedule, shall be kept current, taking into account the actual progress of Work and shall be updated and submitted to the Owner every thirty (30) calendar days. The revised Construction Schedule and narrative shall be sufficient to meet the requirements for the completion of the separable parts of any and all Work as set forth in this Agreement. No Application for Payment will be approved by the Owner until receipt of these Construction Schedule updates.

26 PROGRESS

26.1 Contractor will keep Owner fully informed in writing in advance of the progress of the Work as to Contractor's plans for performing each part of the Work. If at any time during the progress of the Work, Contractor's actual progress is inadequate to meet the requirements of this Agreement, Owner may notify Contractor in writing that it is behind schedule, in which event Contractor will promptly take such steps as may be necessary to recover the planned progress of the Work.

26.2 If Contractor does not recover the planned progress of the Work within the time set by Owner in the notice, or within a reasonable period of time as determined by Owner, then Owner may require that Contractor take all or some of the following actions, without any increase to the GMP: increase the number of Contractor's workers; increase the number of shifts; work overtime or weekends; expedite the procurement and delivery of materials and equipment; increase the amount of construction plant at the Site; supplement Contractor's performance of the Work through separate contractors. In no event will Owner's issuance of notice, or failure to issue notice, relieve Contractor of its obligation to achieve the quality of Work and rate of progress required by this Agreement.

26.3 Failure of Contractor to comply with the instructions of Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within times specified. Upon such determination, Owner may terminate Contractor's right to proceed with the performance of this Agreement, or any separable part thereof, in accordance with the applicable provisions of this Agreement.

27 DEFAULT

27.1 Contractor shall be in default under the Contract Documents under any of the following circumstances:

- 27.1.1 Failure of the Contractor to supply enough properly skilled workers or materials to maintain the planned progress of the Work;
- 27.1.2 Failure to make prompt payment to subcontractors or suppliers for materials or labor in conformance with their agreements with Contractor;
- 27.1.3 Failure to comply with the Applicable Laws;
- 27.1.4 Failure to comply with any terms or conditions of the Contract Documents;
- 27.1.5 Failure to perform Work which conforms to the requirements of the Contract Documents;
- 27.1.6 Failure to meet the Construction Schedule or to make progress so as to endanger the timely completion of the Work; or
- 27.1.7 Abandonment or refusal to proceed with any Work, including Changes to the Work.

27.2 Owner may not terminate the Agreement for default until such time as Owner has provided Contractor notice of its default and given Contractor three (3) days to cure such default, except in circumstances where the nature of the default precludes cure, or a default involving safety to persons in which event Owner can act immediately. If the Contractor fails to cure the default within the three (3) day cure period, the Owner may terminate the Agreement for default under Article 28. Nothing herein will preclude Owner from enforcing all rights and

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remedies to which Owner is entitled to under the Contract Documents or the Applicable Laws for any breach or default by Contractor, regardless of whether such breach or default is timely cured.

27.3 If a finding of default is made, the Contractor shall remain responsible for performance of the requirements of the Contract Documents.

28 TERMINATION FOR DEFAULT

28.1 In the event of a default by Contractor which is not cured in accordance with the Section 27.2, Owner may, in addition to any other remedy allowed by the Applicable Laws or provided for in the Contract Documents, terminate in whole or in part, Contractor's right to proceed with the Work by written notice and prosecute the Work to completion by any other method deemed expedient. In such event, Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the Work.

28.2 Contractor and its Surety shall be liable for all costs reasonably incurred by Owner in the completion of the Work as scheduled, in excess of the Guaranteed Maximum Price, including cost of administration of any contract awarded to others for completion and Liquidated Damages.

28.3 Upon termination for default, Contractor shall:

- 28.3.1 Immediately discontinue Work on the date and to the extent specified in the notice and place no further purchase orders or enter into any new subcontracts to the extent that they relate to the performance of Work terminated;
- 28.3.2 Inventory, maintain and turn over to Owner all materials, plant, tools, equipment and property furnished by Contractor or provided by Owner for performance of Work;
- 28.3.3 Promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Work or assign those agreements to Owner as directed;
- 28.3.4 Assign all subcontracts identified by Owner to either Owner, Contractor's surety, or a replacement contractor;
- 28.3.5 Cooperate with Owner in the transfer of information and disposition of Work in progress so as to mitigate damages;
- 28.3.6 Comply with other reasonable requests from Owner regarding the terminated Work; and
- 28.3.7 Continue to perform in accordance with all of the terms and conditions of this Agreement, such portion of Work that is not terminated.

28.4 If, upon termination pursuant to this Article, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued as an Optional Termination under Article 29 of the Agreement.

29 OPTIONAL TERMINATION

29.1 Owner may, at its option (the "Optional Termination"), terminate this Agreement in whole or in part, at any time, for any reason, with or without cause, by written notice to Contractor. Contractor's sole remedy for an Optional Termination will be to receive payment from Owner in accordance with Section 29.3 below, which in no event will exceed the GMP. Contractor waives any claim for damages from Owner as a result of an Optional Termination to the extent not expressly provided for in Section 29.3, including but not limited to loss of anticipated profits on unperformed Work.

29.2 Upon receipt of Owner's notice of an Optional Termination, Contractor shall, unless the notice requires otherwise:

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- 29.2.1 Immediately discontinue Work to extent specified in the notice;
 - 29.2.2 Place no further orders for labor, materials, services, or facilities, other than as may be necessary or required for completion of any Work not subject to the Optional Termination;
 - 29.2.3 Promptly cancel or terminate all applicable subcontracts, purchase orders, and equipment rental agreements on terms satisfactory to Owner, except to the extent that such subcontracts, purchase orders, or rental agreements are not subject to the Optional Termination or are identified by Owner as subcontracts, purchase orders, and rental agreements that Owner or its designee elects to accept the assignment thereof;
 - 29.2.4 Assign all subcontracts, purchase orders, and rental agreements identified by Owner or its designee for acceptance of assignment;
 - 29.2.5 Assist Owner in the maintenance, protection and disposition of property acquired by Owner under this Agreement to the extent requested by Owner in writing; and
 - 29.2.6 Complete performance of any Work that is not subject to the Optional Termination.
- 29.3 In the event of an Optional Termination, Owner will pay to Contractor as full and final payment for all cost, expenses, and damages arising out of or relating to the Optional Termination, as follows (without duplication of any cost or charge):
- 29.3.1 All Cost of the Work due and not previously paid to Contractor for Work properly performed and completed in conformance with this Agreement, plus Contractor's Fee thereon, through the effective date of the Optional Termination; and
 - 29.3.2 The reasonable and necessary Cost of the Work incurred by Contractor, plus Contractor's Fee thereon, to demobilize from the Site, and to cancel, terminate, and assign subcontractors, purchase orders, and rental agreements in accordance with the Contract Documents.
 - 29.3.3 OR the unpaid balance of the GMP, whichever is less.
- 29.4 In the event of a partial Optional Termination, the GMP will be reduced by Amendment to the Agreement to reflect the value of the remaining Work not subject to the Optional Termination in proportion to the GMP initially established for the entire Work.
- 29.5 Within thirty (30) days after its receipt of the notice of Optional Termination, Contractor will submit Contractor's Proposal to adjust the GMP and Contract Time in proportion to the initial GMP and Contract Time to accurately reflect the savings in the Cost of the Work and Contractor's Fee, resulting from the terminated Work. Owner will promptly review Contractor's Proposal, and then notify Contractor whether the Proposal is accepted. Owner will provide Contractor with the basis for rejecting all or any part of the Proposal, in which event Contractor may make a claim in strict conformance with the Contract Documents of any objection it may have to Owner's determination.

30 SUSPENSION

- 30.1 Owner may, at its sole option, suspend at any time and for any reason, with or without cause, the Contractor's performance of all or any portion of Work (a "Suspension"). Owner will notify Contractor in writing of any Suspension. Owner's notice may designate the amount and type of plant, labor and equipment to be committed to the Project during the Suspension period. Contractor will use best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with Suspension.
- 30.2 Upon receipt of a notice of Suspension, Contractor shall, unless the notice requires otherwise:
- 30.2.1 Immediately discontinue Work to the extent specified in the notice;

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- 30.2.2 Enter into no new subcontracts, purchase orders, or rental agreement, except if and to the extent authorized by Owner in writing;
 - 30.2.3 Suspend all applicable subcontracts, purchase orders, and rental agreements on terms satisfactory to Owner;
 - 30.2.4 Continue to protect and maintain the Work, including those portions on which Work has been suspended; and
 - 30.2.5 Take any other reasonable steps to minimize costs associated with such Suspension.
- 30.3 The GMP will be adjusted if and to extent that Contractor incurs additional reasonable and necessary Cost of the Work as a direct result of the Suspension, without duplication, as follows:
- 30.3.1 Agreed upon rates for Contractor's administrative staff and supervisory personnel, construction equipment, plant, and Site overhead costs if and to the extent that such staff, personnel, equipment, and plant is idle and not reasonably available for other work during the Suspension period due to their standby status;
 - 30.3.2 Costs incurred in connection with mobilization and demobilization from the Site;
 - 30.3.3 Costs incurred to maintain and protect the Work; and
 - 30.3.4 Increased Cost of the Work that Contractor incurs in the proper performance of the Work due to price changes directly resulting from the Suspension.
- 30.4 Upon receipt of notice to resume the suspended Work, Contractor will immediately resume performance of the suspended Work to the extent allowed by the notice. Contractor will submit for Owner's review a revised Construction Schedule accurately reflecting all time effects resulting from the Suspension. Any claim that Contractor wants to make for an adjustment to the GMP or Contract Time arising out of or relating to the Suspension must be made within twenty-one (21) calendar days after Contractor's receipt of Owner's notice to resume Work; otherwise any such claim will be deemed waived.
- 30.5 No adjustment to the GMP or Contract Time will be made for any Suspension if and to the extent that Contractor's progress of the Work would have been delayed by any cause not attributable to Owner during the Suspension period.

31 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

- 31.1 All materials and equipment furnished and Work performed shall be properly inspected by Contractor, and shall at all times be subject to quality surveillance, observations or quality audit by Owner. Contractor shall provide safe and adequate facilities and all samples, plans, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose, Owner shall be afforded full and free access to the shops, factories or places of business of Contractor and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. If Contractor covers all or any portion of the Work after proper notification and prior to any quality surveillance or test by Owner, the cost of any necessary uncovering and replacing shall be borne by Contractor. Neither the failure to make such quality surveillance, observation or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Contractor for such Work, materials or equipment, shall prejudice the rights of Owner thereafter to correct or reject the same in conformance with Article 20 of the Agreement.
- 31.2 A procedure for inspections and quality control has been established in the Project Manual. These procedures are material to this Agreement and must be strictly followed.

32 COORDINATION AND CORRELATION OF PLANS AND SPECIFICATIONS

- 32.1 Contractor represents to Owner that Contractor and its subcontractors and material and equipment suppliers have carefully reviewed the Contract Documents, including all general and specific details therein, and

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compared such Contract Documents to the physical conditions of the Site. Contractor further represents to Owner that Contractor has notified Owner and Design Professional in writing of any and all errors, omissions, ambiguities, or discrepancies known to Contractor or its subcontractors or suppliers to exist within the Contract Documents, and between the Contract Documents and the physical conditions of the Site and that any such known errors, omissions, ambiguities, or discrepancies have been corrected before this Agreement was signed.

33 INDEPENDENT CONTRACTOR

- 33.1 Contractor represents that it is experienced and properly qualified to perform the type and magnitude of Work provided for in the Contract Documents. Contractor further represents that it is properly licensed, equipped, organized and financed to perform such Work.
- 33.2 Contractor is an independent contractor engaged in its own business, and is not, nor shall be deemed to be, an agent or employee of Owner. Contractor will not hold itself out or represent itself as an employee of Owner.
- 33.3 Contractor will not participate in the Retirement Plan for Salaried Employees of Rayonier, Inc., or any of Owner's health insurance programs, life insurance programs, long-term disability programs, or any other welfare or benefit programs during the term of this Agreement, regardless of whether the Internal Revenue Service should classify Contractor as an employee for purposes of Federal employment taxes.
- 33.4 Nothing contained in this Agreement or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner. Contractor shall perform all Work in accordance with its own methods subject to compliance with this Agreement.

34 SUBCONTRACTORS

- 34.1 Within ten (10) days of signing this Agreement, Contractor shall provide Owner with the following:
- 34.1.1 The form of subcontract agreement to be used by the Contractor;
 - 34.1.2 A list of subcontractors and suppliers to be used by the Contractor with the amount of their subcontracts and copies of signed subcontracts through that time period;
 - 34.1.3 All subcontracts subsequently entered into shall be promptly provided by Contractor to Owner;
 - 34.1.4 From time to time, Contractor will provide Owner within ten (10) days of Owner's written request, a list of all subcontractors and suppliers with whom Contractor has or intends to contract any portion of the performance of the Work or supply of any materials and equipment in compliance with Fla. Stat. § 713.165; and
 - 34.1.5 From time to time, Contractor will provide Owner within ten (10) days of Owner's request, a sworn statement of account signed by Contractor showing the nature of all labor or services performed and to be performed, if any, the materials furnished, the materials to be furnished, if known, the amount paid on account to date, the amount due, and the amount to become due, if known, as of the date of the statement in compliance with Fla. Stat. § 713.16.
- 34.2 Contractor shall ensure that each Subcontractor agreement and lower tier agreements includes the following:
- 34.2.1 A provision incorporating all terms and conditions of this Agreement into such agreement;
 - 34.2.2 A provision specifying the withholding of retention by Contractor in at least the same amounts as required by this Agreement;
 - 34.2.3 A provision in all subcontracts, rental agreements, and purchase orders, for the benefit of Owner obligating the subcontractors, equipment lessors or suppliers to remain bound to Owner by their respective agreements with Contractor in the event of Contractor's default under this Agreement or Contractor's termination; and

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34.2.4 A provision whereby the subcontractor or supplier waives any of its rights against Owner and Design Professional for damage caused by fire or other casualties for which it is, or under the terms of this Agreement, should be insured.

35 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

35.1 Contractor represents to Owner that neither Contractor, nor any officer, director, partner or shareholder who holds ten percent (10%) or more of the outstanding stock of Contractor, has any financial interest in, or as an officer, director, partner or ten percent (10%) plus shareholder of any firm, person or entity which has been or may be contracted to under a subcontract, purchase order, or equipment rental agreement to furnish labor, material, plant, equipment, or services in connection with the construction of the Project. In the event Contractor seeks to enter into any contract with any such party, Contractor agrees to give written notification and obtain the written approval of Owner before entering into such subcontract, purchase order, or equipment rental agreement.

36 AUTHORIZED REPRESENTATIVE – PROJECT MANAGER'S SUPERVISION

36.1 Before starting Work, Contractor shall designate a competent, authorized representative (the "Authorized Representative") acceptable to Owner to represent and act for Contractor. Contractor shall inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of its authority to represent, act for, and bind Contractor. Such writing will specify any and all limitations of such authority. Contractor shall keep Owner informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Site at all times when Work is in progress. During periods when Work is suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency Work which may be required. All notices, determinations, instructions and other communications given to the Authorized Representative of the Contractor shall be binding upon Contractor.

36.2 The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Owner. If, at any time during the term of this Agreement, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reason whatsoever, unacceptable to the Owner, Contractor shall replace the unacceptable personnel with personnel acceptable to the Owner.

36.3 Owner shall also designate a competent, authorized representative ("Owner's Authorized Representative") to represent and act for Owner.

37 LAWS AND REGULATIONS

37.1 Contractor and its employees and representative shall at all times, comply with all Federal, State, and local laws, statutes, rules, regulations, ordinances, orders, codes, and restrictive covenants that apply in any way to the Project or the Work (the "Applicable Law(s)").

37.2 Contractor may submit a proposal to adjust the GMP in the event that there is a change to the Applicable Laws enacted after the Parties sign the Agreement that materially increases the Cost of the Work. Contractor's Proposal will be made within twenty-one (21) days of the effective date of the change to the Applicable Laws, providing detailed documentation of the cost effects of such change to the Applicable Laws will have on the Cost of the Work; otherwise any claim in relation to the change in the Applicable Laws will be deemed waived. If Owner concurs, the Parties will sign a Change Order memorializing the adjustment to the GMP and its basis.

37.3 Contractor will promptly notify Owner and Design Professional in the event that Contractor discovers or becomes aware of any discrepancy or inconsistency between the Contract Documents and any Applicable Laws. Owner will issue such instructions as may be necessary.

38 STANDARDS AND CODES

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38.1 Wherever references are made in the Contract Documents to standards or codes in accordance with which Work is to be performed or tested, the edition or revision of the standards or codes in effect on the date of this Agreement shall apply, unless otherwise expressly set forth in the Contract Documents. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.

39 COOPERATION WITH OTHERS

39.1 Owner and its separate contractors, service providers, and consultants, and the subcontractors to any of them, will or may be performing operations or other work at the Site during Contractor's performance of the Work, in which event neither Contractor nor Owner nor any of the various contractors, subcontractors, service providers, and consultants will have exclusive right to access and use the Site. Contractor will allow Owner and its separate contractors, service providers, and consultants a reasonable right to access and use the Site in connection with their performance of operations and work on the Site. Contractor further acknowledges that there will or may be reasonable delays and hindrances to the performance of its Work resulting from the shared use of the Site, which have been accounted for in the GMP. Contractor will cooperate with Owner and its separate contractors, service providers, and consultants to avoid any unreasonable delays or hindrances as a result of the shared use of the Site. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.

39.2 If any part of the Work depends on proper execution or results from any work performed by Owner or any separate contractor ("Prior Work"), Contractor shall, prior to proceeding with its Work, promptly report to Owner any apparent discrepancies or defects in such Prior Work that render it unsuitable for proper execution of the Work. Failure of Contractor to so report shall constitute Contractor's acceptance of the Prior Work as fit and proper to receive the Work, except as to latent defects which may subsequently become apparent in such Prior Work.

40 TAXES

Contractor shall pay all taxes, levies, tariffs, duties and assessments of every nature which may be applicable to any Work under this Agreement. The Guaranteed Maximum Price includes all taxes imposed by the Applicable Laws at the time this Agreement was signed. Contractor shall make any and all payroll deductions required by the Applicable Laws. Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

41 UTILITIES

41.1 Contractor shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of this Agreement. Such utilities shall be furnished by Contractor at no additional cost to Owner, and shall include, but not be limited to, the following:

- 41.1.1 Public telephone service for Contractor's use;
- 41.1.2 Construction power as required at each point of construction;
- 41.1.3 Water and sanitation facilities as required throughout the construction; and
- 41.1.4 Waste and garbage service and removal in accordance with local codes.

41.2 Prior to final acceptance of the Work, the Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Agreement.

42 WARRANTY

42.1 In addition to other warranties required by the Contract Documents and the Applicable Laws, Contractor warrants to Owner and Design Professional that (1) all materials and equipment furnished in connection with the Work will be, unless expressly specified otherwise by the Contract Documents, new and unused, of good,

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merchantable quality, and fit for the particular purpose for which they are intended to be used; (2) all Work will conform to the Contract Documents and the applicable manufacturers' instructions, guidelines, and recommendations; and (3) all Work will be performed with good workmanship and in conformance with the Applicable Laws. Contractor will not be liable under this Section for normal wear and tear, or to the extent that any defective Work is caused by the negligent maintenance, operation, alteration, or repair of persons other than Contractor or its subcontractors or suppliers, or any person or entity for which any of them are responsible. All warranty remedies provided to Owner are in addition to Owner's other rights and remedies under the Contract Documents and the Applicable Laws.

42.2 Contractor will require that all subcontractors and suppliers issue assignable written warranties or guarantees jointly to Contractor and Owner that are consistent with Contractor's warranty obligations in the Contract Documents with respect to their portion of the Work.

42.3 Owner and Contractor expressly agree to opt out of the provisions of Section 558.05, Florida Statutes. The provisions of Chapter 55B, Florida Stat., shall not apply to this Agreement.

43 INTELLECTUAL PROPERTY INDEMNITY

43.1 Contractor hereby indemnifies and shall defend and hold harmless Owner and its representatives, respectively, from and against all, claims, losses, costs, damages, and expenses, including attorneys' fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any copyright, patent, trade secret, or any other type of intellectual property, and arising out of the performance of the Work. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provide further, that Contractor's aforementioned obligations shall not apply to equipment, materials or processes furnished or specified by Owner or representatives.

43.2 Contractor shall have the right, in order to avoid such claims or actions, to substitute, at its expense, non-infringing equipment, materials, or processes or to modify such infringing equipment, materials and processes so they become non-infringing or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Agreement.

44 CONTRACTOR REPRESENTATIONS

44.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 44.1.1 Contractor is familiar with the permitting, constructing, inspection and acceptance criteria of the state and local governmental authorities, agencies, and utilities that are responsible for permitting, inspecting, approving, and accepting the Work.
- 44.1.2 Contractor acknowledges it has had ample opportunity to visit the Site, analyze the Project, inspect the Contract Documents and request any clarification of the Work.
- 44.1.3 Contractor agrees it is capable and prepared to perform the Work.
- 44.1.4 Contractor is familiar with and is satisfied as to all Applicable Laws that may affect cost, progress, and performance of the Work.
- 44.1.5 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
- 44.1.6 Contractor is aware of the general nature of any other work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

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44.1.7 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents.

44.1.8 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

44.2 Contractor further represents and warrants to Owner that there exists no conflict of interest or facts or circumstances which might create any appearance of impropriety as a result of Contractor's engagement by Owner hereunder with respect to Contractor's other clients, past or present, except as otherwise disclosed to Contractor in writing prior to entering into this Agreement. Contractor further represents and warrants to Owner that it will continue in good faith to avoid any conflict of interest or business arrangements which could appear to, or might tend to result in a conflict of interest. Contractor shall advise the Owner's Authorized Representative of any conflict of interest that might arise during the performance of this Agreement.

45 INDEMNITY

45.1 To the fullest extent allowed by the Applicable Laws, Contractor will defend, indemnify, and hold Owner, and Design Professional, and any employee, agent, representative, or consultant of any of them, harmless from and against any and all claims, damages, losses, costs, and expenses, including attorney, expert, and consultant fees and legal expenses, that arise out of or relate to any act or omission by Contractor, or any subcontractor or supplier of any tier, or any employee, agent, representative, or consultant of any of them, and results in personal injury, sickness, death, or property damage to the maximum limits of the liability and excess/umbrella insurance that Contractor is required to provide under the Agreement or the GMP, whichever is greater, except in the event that such claims, damages, losses, and expenses are caused by the sole negligence, gross negligence, or willful, wanton or intentional misconduct of the indemnified party or its employees, officers, directors, agents, representatives, or consultants, or for statutory violations or punitive damages (except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Contractor or any subcontractor or supplier of any tier, or any employee, agent, representative, or consultant of any of them), in which case this obligation shall not apply relative to such indemnified party. Contractor acknowledges that the limitation set forth herein is commercially reasonable and was included in the bid documents before establishing the GMP.

45.2 Contractor's obligations under Section 45.1 will not be limited, waived, or excused by the payment of any damages, benefits, expenses, or compensation under any employee death or disability statute, including worker's compensation, employer's liability, employee benefit, or other such act.

45.3 Contractor will defend, indemnify, and hold Owner and Design Professional, and any employee, agent, representative, and consultant of any of them, harmless from and against any and all claims, damages, losses, and expenses, including attorney, expert, or consultant fees, to the extent arising out of or relating to the following:

45.3.1 The failure of Contractor, or any subcontractor, or supplier, or any employee, officer, agent, representative, or consultant of any of them, to comply with any Applicable Law;

45.3.2 Any Hazardous Material brought to the Site or released by the negligence of Contractor, or any subcontractor or supplier, or, if part of the Work, not properly removed from the Site by Contractor or any subcontractor or supplier, or any employee, officer, agent, representative, or consultant of any of them;

45.3.3 Any lien, claim, or demand by any Subcontractor or Supplier of any tier as a result of any alleged failure of Contractor or any Subcontractor or Supplier of any tier to pay for any portion of the Work, whether valid or not;

45.3.4 Any material breach of the Contract Documents, and

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45.3.5 Any claim or demand by Design Professional or any Separate Contractor as a result of any alleged act or omission by Contractor, or any subcontractor or supplier of any tier, or any employee, agent, representative, or consultant of any of them.

46 LIENS

46.1 Contractor agrees to keep the Project, improvements thereof and the ground appurtenant thereto, free and clear of all liens for or on account of any Work done or materials furnished under this Agreement. In the event such a lien is found or claimed against the Project, Contractor agrees that it will, within five (5) days after written notice from Owner, discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Nassau County, Florida, or cause such lien to be transferred to a bond in accordance with Florida Statute §713.24. In the event the Contractor fails to so discharge or bond the lien or liens within such period as required above, Owner shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, the Owner shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due the Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Owner's reasonable attorneys' fees and costs incurred in connection therewith.

46.2 The Agreement shall govern in the event any of its provisions conflict with or are otherwise inconsistent with the provisions of §715.12, Florida Statutes.

47 INSURANCE

47.1 Contractor will purchase and maintain insurance with the minimum coverages and limits set forth in "Contractor's Insurance Requirements" document, which is attached hereto as Exhibit "D".

47.2 To the extent damages are covered and paid by property insurance, the Owner and Contractor waive all claims and rights to recover damages against each other and against Design Professional, and the employees, officers, subcontractors, consultants, agents, and representatives of any of them, except such rights and claims as they may have to the proceeds of such insurance. Owner and Contractor, as applicable, will require those with whom each of them has privity of contract, including Design Professional and the first tier subcontractors, to waive all claims and rights in favor of the other persons identified herein and to include similar waivers in their subcontracts of all tiers.

48 PROJECT CHARACTERISTICS

48.1 Contractor represents and warrants to Owner that Contractor has, by careful examination, satisfied itself as to: (a) the nature, location and character of the Project and the Property; (b) the nature, location and character of the general vicinity in which the Work is to be performed, including, without limitation, its normal climatic conditions, available labor and materials supply and costs, and other tangible and intangible conditions that may adversely affect the timely and proper performance of the Work; and (c) the quality and quantity of all materials, supplies, tools, equipment, labor and services necessary to complete the Work in the manner and within the cost and time required by the Contract Documents.

48.2 Contractor further acknowledges that it will be solely responsible to Owner for the location and protection of all surface and subsurface utility potable and storm water, electric, gas, and sewer lines, cables, pipes, ducts, and conduits.

48.3 Contractor will satisfy itself as to the nature and location of Work and the general and local conditions under which the Work is to be performed particularly, but without limitation, with respect to the following: those conditions affecting transportation, parking, equipment placement, equipment movement, access, hauling, disposal, handling and storage of materials; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities, and physical conditions at the Project area as a whole; topography and ground surface conditions; equipment and facilities needed preliminary to and during performance of this Agreement; and all other matters which can in any way adversely affect the proper and timely performance of the Work, or the cost associated with such performance. The

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failure of Contractor to acquaint itself with all applicable conditions will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing this Agreement. Contractor hereby waives any claim for an increase in the Guaranteed Maximum Price or extension of the Contract Time due to Contractor's failure to fully comply with this Section or due to Contractor's failure to identify conditions pursuant to this Section which later are a reason for the request for additional cost or time.

49 ACCESS TO WORK AREAS

49.1 Owner and its duly authorized representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over Work areas or any part thereof shall, at all reasonable times, for the purpose of determining compliance with requirements of this Agreement, have access to the Project and the Work. Contractor shall also arrange for Owner, its said representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced or fabricated for use under this Agreement.

50 DELIVERY, UNLOADING AND STORAGE

50.1 Contractor shall receive, unload, store in a secure place, and deliver from storage to the installation location, all materials, plant and equipment required for the performance of this Agreement. The storage facilities and methods of storing shall meet Owner's approval. Materials and equipment subject to degradation by outside exposure shall be stored in a weathertight or watertight enclosure provided by Contractor.

51 CLAIMS

51.1 No claim by Contractor for an increase in the Guaranteed Maximum Price or extension of the Contract Time shall be considered unless and until Contractor provides Owner with written notice of such claim not later than fourteen (14) days after the occurrence of the event giving rise to such claim, but prior to incurring any expenses by Contractor. Failure to give such notice shall constitute a waiver of such claim.

51.2 Owner will review such claims by the Contractor for an increase in the Guaranteed Maximum Price within ten (10) days of receipt of the claim and either (i) reject the claim, in whole or part, (ii) approve the claim, in whole or in part, (iii) request additional information of Contractor, or (iv) suggest a compromise. Contractor shall not suspend performance of the Work, but may seek to resolve the dispute through the procedures set forth in Section 51.3 of the Agreement.

51.3 With respect to any dispute arising under the Contract Documents, Owner and Contractor agree to submit the dispute to non-binding mediation; provided that the applicable statute of limitations will be tolled during the pendency of such mediation. In the event Owner and Contractor cannot in good faith agree on a mediator within fifteen (15) days of the request of either party for mediation, or, if the parties remain in dispute following mediation, any such dispute will be resolved by binding arbitration administered by the American Arbitration Association under the then-prevailing Construction Industry Rules of that Association. There shall be no interruption of Work pending the arbitration. The parties consent that any arbitration may be consolidated with any other arbitration concerned with the Project to which Owner or Contractor is a party and that a dispute shall not be submitted to such binding arbitration if there are any third parties who are not subject to such binding arbitration but who are necessary and indispensable parties to such dispute.

52 CONTRACTOR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

52.1 Contractor will furnish material, equipment and workmanship that conforms with its warranty obligations under Article 42 of the Agreement. Any material or equipment that does not conform to such Warranty obligations will be removed immediately from the Site, and replaced with conforming material and equipment. Any non-conforming workmanship will be corrected immediately. Failure of Owner or Design Professional to discover, or direct Contractor to remove or correct any non-conforming material, equipment and workmanship will not excuse Contractor from its warranty obligations under this Agreement or the Applicable Laws, unless such non-

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conforming material, equipment and workmanship is expressly accepted with particularity in a signed Change Order.

- 52.2 Contractor shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems and continuously coordinate all phases of the Work. No allowance of any kind will be made for Contractor's failure to foresee means of completing the Work.
- 52.3 Contractor acknowledges that "common practice", "industry standards" and "common usage" are minimum standards of quality that may be superseded by the quality required by Contract Documents.
- 52.4 Contractor shall order and schedule delivery of materials in reasonable time to avoid delays in construction. If an item is found to be unavailable, Contractor shall notify Owner immediately of recommended substitute(s) to permit Owner's selection of a suitable substitute.
- 52.5 Owner and Design Professional will have shared authority for determining conformance of materials, equipment and systems with the requirements of the Contract Documents. Review and approval of all items proposed by Contractor for incorporation into the Work may be by Owner or Design Professional or both.
- 52.6 Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may not be permitted unless specifically noted otherwise. Such substitutions shall be subject to written approval.
- 52.7 When materials, equipment or systems are specified by, performance only, without reference to specific manufacturers' brands or models, Contractor shall submit its own choice for Owner's review and approval, supported by sufficient evidence of conformity with the Contract Documents.

53 SUBSTITUTIONS

- 53.1 Prior to proposing any substitute item, Contractor shall satisfy itself that the item proposed is, in fact, equal to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time or similar demonstrable benefit, the substitution of such item will be in Owner's interest.
- 53.2 The burden of proof of equality of a proposed substitution for a specified item shall be upon Contractor. Contractor shall fully support its request with manufacturer's specifications, test data, and other evidence that will permit Owner and Design Professional to make a reasoned decision on the merits of the proposal. Contractor will provide any further information requested by Owner or Design Professional in connection with a proposed substitution.
- 53.3 All requests for substitutions with submittal data must be made at least sixty (60) days prior to the time Contractor must order, purchase or release for manufacture or fabrication.
- 53.4 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified, will be considered a substitution. Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.
- 53.5 Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of specific material or method.
- 53.6 Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance.
- 53.7 Approval of a substitution shall not relieve Contractor from responsibility for compliance with all requirements of this Agreement. Contractor shall bear the expense for any changes in other parts of the Work caused by any substitutions.

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53.8 If Owner rejects Contractor's substitute item on the first submittal, Contractor may make only one additional request for substitution in the same category.

54 EXPEDITING

54.1 Owner may, but is not obligated to, expedite the manufacture or delivery of equipment and material furnished by Contractor under this Agreement. Owner shall be allowed reasonable access to the shops, factories and other places of business of Contractor and its subcontractors and suppliers, for expediting purposes. As required by Owner, Contractor shall supply schedules and progress reports for Owner's use in expediting and Contractor shall cooperate with Owner and require its subcontractors and suppliers to cooperate with Owner in such expediting. Any expediting performed by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Agreement. The GMP will be reduced for Owner's cost in expediting any materials and equipment where such action is necessary in Owner's good faith opinion to recover time lost on the Construction Schedule attributable to Contractor or those for whom it is responsible.

55 LINES AND GRADES

55.1 Contractor shall complete the layout of all Work and shall be responsible for all requirements necessary for the execution of any Work in accordance with the locations, lines and grades specified or shown on the plans, subject to such modifications as Owner may require as Work progresses.

55.2 If Contractor or any of its subcontractors or any of their representatives or employees move or destroy or render inaccurate any survey control point, such control point shall be replaced at Contractor's expense and not as a Cost of the Work.

56 CONTRACTOR FURNISHED SHOP DRAWINGS, DATA AND CORRESPONDENCE

56.1 Review and permission to proceed by Owner or Design Professional as stated in this Agreement does not constitute acceptance or approval of design details, calculations, analysis, test methods, certificates or materials developed or selected by Contractor and does not relieve Contractor from full compliance with contractual obligations.

57 SHOP DRAWINGS

57.1 Contractor is and shall be responsible for planning and performance of the Work under this Agreement. Where shop drawings are required for (a) fabrication of Contractor furnished equipment; (b) installing Contractor furnished material or equipment; (c) planning and performance of the Work under this Agreement; such drawings shall be submitted by and at the expense of the Contractor before fabrication, installation or performance is commenced. Owner's review will normally be accomplished within thirty (30) days, and will not exceed ninety (90) days, based on the Contractor's submittal schedule portion of the Construction Schedule, as approved. Such drawings shall include, but not be limited to, match marks, erection diagrams and other details, such as field corrections for proper interconnection, installation, erection of the equipment, and performance of the Work.

57.2 For drawings greater in size than "8½ x 11", Contractor shall provide six (6) copies of a reproducible to the Owner at the expense of the Contractor. The Owner will be the sole judge of the adequacy of the quality of the reproducible and prints and may reject reproducible and/or prints on the basis of quality alone. Such drawings will not be folded, but will be transmitted in mailer rolls manufactured expressly for that purpose. The reproducible with the Owner's review comments will be returned to the Contractor.

57.3 A reproducible copy of drawings equal to or less than "8½ x 11" is not necessary, but seven (7) copies of the unfolded drawings must be transmitted to the Owner.

57.4 If the drawings show variations from the requirements of this Agreement, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Owner approves any such

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variation(s), it shall issue an appropriate Agreement modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

- 57.5 Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing number clearly indicated. If reference drawing numbers are used, the review data of such drawings shall be included. Drawings shall indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, i.e., rotating, reciprocating or intermittent sliding fits between shafts or stems and seals, guides and pivot pins. The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.
- 57.6 All drawings submitted by the Contractor shall be approved by the Contractor and, if required by the Contract Documents or the Applicable Laws, by a registered and licensed engineer on the face of each drawing to be reviewed, and shall be furnished in accordance with drawings and data requirements. Owner will conduct a review of Contractor's drawings and return them with comments, approval or rejection. Owner's approval shall not constitute agreement or ratification that the means and methods of construction utilized by Contractor will be successful or that plans meet applicable codes or are otherwise sufficient.
- 57.7 By approving and submitting shop drawings and samples, the Contractor represents that it has determined and verified all field measurements, field construction criteria, materials and other similar data, and that it has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents.

58 DATA AND CERTIFICATES

- 58.1 When data or certificates are required, nine (9) copies of each shall be submitted by Contractor. Such submittal shall be made not less than thirty (30) calendar days prior to the time that the materials represented by such data or certificates are needed for incorporation into any Work. Data and certificates shall be subject to a review period by Owner of up to twenty (20) days and material represented by such shall not be fabricated, delivered to the Project or incorporated into any Work without such review.
- 58.2 Certificates shall clearly identify the material being certified and shall include, but not be limited to, providing the following information: Contractor's name, project name, name of the item, manufacturer's name and reference to the appropriate drawing, technical specification section and paragraph number, all as applicable.
- 58.3 All data and certificates submitted by the Contractor shall be certified by the Contractor on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the technical specification on forms provided by the Owner.
- 58.4 Owner will conduct a review of Contractor's data and certificates and two copies marked with the review comments listed in Section 54.6 above, will be returned to the Contractor.

59 RESPONSIBILITY FOR WORK SECURITY

- 59.1 Contractor shall, as a Cost of the Work, at all times conduct all operations under this Agreement in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property. Contractor shall continuously inspect all its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.
- 59.2 Contractor shall comply with all Applicable Laws. Contractor shall cooperate with Owner on all security matters and shall promptly comply with any Project security requirements established by Owner. Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above noted items, nor shall it be construed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the Project.

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59.3 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner in a timely manner.

60 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

60.1 Contractor shall be responsible for and shall bear any and all risk of loss or damage to Work in progress, all materials delivered to the Project, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Agreement.

60.2 Permanent opening or thoroughness for the introduction of Work and materials to the structure and construction Project shall be protected so that upon completion, the entire Work will be delivered to the Owner in proper, whole and unblemished condition.

61 LABOR

61.1 Contractor and its subcontractors shall employ only competent and skilled personnel to perform the Work. Contractor shall, if requested to do so by Owner, remove or cause its subcontractors to remove from the Site and the Property any personnel of Contractor or its subcontractors whom Owner determines are unfit or incompetent to perform their assigned job duties, or are otherwise acting or working in violation of any provision of the Contract Documents or any site rules.

61.2 Work assignments and the settlement of jurisdictional disputes shall conform with either the rules, regulations and procedures of the plan for settlement of jurisdictional disputes in the construction industry, and any successor agreement thereto, or any other mutually established method of determining Work assignments and settling jurisdictional disputes.

61.3 Contractor shall comply with and shall cooperate with Owner in enforcing Site and work rules which directly affect the performance of the Work including but not limited to starting and quitting time, smoking regulations, check-in and check-out procedures, Property safety regulations and security regulations, emergency plans and procedures and daily cleanup.

62 SAFETY

62.1 Contractor shall be fully and solely responsible for conducting all operations under this Agreement at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property and in full compliance with all applicable rules and regulations governing such operations, including rules and regulations established by the Occupational Safety and Health Administration. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions.

62.2 Before starting the Work, Contractor shall submit to Owner a written Safety Program. Contractor shall have sole responsibility for implementing its safety program.

62.3 Before starting the Work, Contractor will appoint a full-time safety representative acceptable to the Owner, who shall have the authority and responsibility to implement the Contractor's safety program, and who shall participate in periodic safety meetings. Owner shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees.

62.4 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters. Contractor shall furnish safety equipment and enforce the use of such equipment by its employees.

62.5 Contractor shall maintain accurate accident and injury reports and shall furnish Owner a monthly summary of injuries and man-hours lost due to injuries.

62.6 Contractor shall maintain all portions of the Work in a neat, clean, safe and sanitary condition at all times.

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- 62.7 Contractor shall ensure that all subcontractors, without expense to Owner, comply with the foregoing provisions.
- 62.8 Contractor will comply with all rules and regulations (including security, safety, and substance abuse policies and procedures) as may from time to time be implemented by Owner for persons working on the Site.
- 62.9 Contractor is responsible for ensuring that its vehicles and those of its subcontractors, suppliers, and all others entering the Site on its behalf, are clean before leaving the Site to avoid tracking dirt, mud, rocks, debris, or other materials onto the roadways, and Contractor is responsible for cleaning any materials tracked onto the roadways by such vehicles.
- 62.10 Owner has the right to impose reasonable requirements and restrictions regarding the days and time of operations at the Site and the conduct of persons working on the Site. By way of example only and without limitation, Owner may restrict Site operations on weekends and during evening hours, and the Owner may prohibit use of radios at the Site or require that radios be kept at a moderate listening level and free of offensive content.
- 62.11 Contractor shall ensure that it and any subcontractors it may use at all times fully comply with all OSHA requirements and all other Applicable Laws regarding Property safety requirements.
- 62.12 Contractor shall ensure that all of its subcontractors whose activities may impact storm water discharges or controls at the Site will be a co-permittee with Contractor and shall be responsible for compliance with the SCDHEC Storm Water Pollution Prevention Plan (SWPPP) for this Project.
- 62.13 Contractor shall have a full-time on-Site English-speaking supervisor present on the Site throughout the construction, and Contractor shall provide Owner with the supervisor's name and contact information (including a cell phone number).
- 62.14 Contractor is responsible for receiving and storing materials at the Site.
- 62.15 Contractor shall take care not to damage any existing trees, paving, sidewalks and curbs or any other improvements.
- 62.16 Contractor shall take care not to damage or disturb silt fencing and other erosion control devices.
- 62.17 Contractor will ensure that Contractor and all of its subcontractors and suppliers at all times respect, preserve, protect, comply with all rules and regulations pertaining to, and avoid disturbing or damaging wetlands and other environmental sensitive areas.
- 62.18 The Contractor shall not utilize on the Site any subcontractor, employee, or other laborer who has a conviction or deferred-adjudication history of any crime that may pose a serious potential risk of injury to any person located upon the subject Site including, but not limited to, such crimes as rape, statutory rape, molestation, sexual assault, indecent exposure, indecency with a child, murder, assault, battery, and kidnapping.

63 PROJECT PROTECTION

- 63.1 Contractor shall maintain all such items of protection as provided in Article 62 in a satisfactory condition until removal is authorized by Owner.
- 63.2 Contractor, at its expense and not as a Cost of the Work, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to Owner.

64 FIRE PREVENTION

- 64.1 Contractor shall conform to all Applicable Laws pertaining to fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire casualty shall be the responsibility of the Contractor. This includes keeping the work area clear of all trash at all times.

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64.2 All tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires, except those required for performance of the Work, on the Project is strictly forbidden.

64.3 Contractor shall provide portable fire extinguishers compatible with the hazard of each Work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Contractor to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

65 PUMPING AND DRAINAGE.

65.1 Surface or subsurface water shall not be permitted to accumulate in excavations, except as provided by approved methods by the Applicable Laws and the governing authorities with jurisdiction. Should such conditions develop or be encountered, the water shall be controlled and suitably disposed of by means or methods approved by the Applicable Laws and the governing authorities with jurisdiction. It shall be the Contractor's responsibility to obtain any and all information as to surface or subsurface water conditions and requirements by agencies with jurisdiction, and Contractor shall not be relieved of any of its other requirements under this Agreement due to such conditions, nor shall Contractor be entitled to an extension of time or any other damages by reason of surface or subsurface water conditions.

66 DUST CONTROL

66.1 The Contractor, for the duration of this Agreement shall maintain all excavations, embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other Work areas free from dust. Industry accepted methods of dust control suitable for the area involved and approved by Owner will be permitted.

67 POLLUTION

67.1 Contractor shall exercise extreme caution and care to prevent the introduction of any hazardous substances, materials, or wastes into any soil, groundwater, stream, river, lake or other body of water in violation of the Applicable Laws.

67.2 Contractor shall so perform its Work as not to discharge into the atmosphere from any source whatsoever smoke, dust or other air contaminants in violation of the Applicable Laws.

67.3 Contractor will promptly remediate any pollution caused by Contractor's operations or negligence on the Site at its own cost and not as a Cost of the Work.

68 EXPLOSIVES

68.1 Contractor shall obtain all required Federal, State and local permits and licenses and shall be responsible for the proper handling, transporting, storage and use of explosives and shall, at its expense, make good any damage caused by its handling, transporting, storage and use of explosives. Use of explosives shall be subject to prior, written approval by Owner. Further, Owner shall have the right to designate no explosive use areas, or to limit the use of explosives. All blasting shall be coordinated with Owner's blasting consultant. Contractor shall submit daily blasting records to Owner.

69 LIMITATION OF LIABILITY

69.1 Notwithstanding anything to the contrary in the Contract Documents, no present or future constituent partner in, or agent of Owner, nor any shareholder, officer, director, employee, member, trustee, beneficiary or agent of any corporation or trust that is or becomes a constituent partner in Owner, shall be personally liable, directly or indirectly, under or in connection with the Contract Documents, or any document, instrument or certificate securing or otherwise executed in connection with the Contract Documents, or any amendments or modifications to any of the foregoing made at any time or times, heretofore or hereafter; and the subcontractor

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and each of its successors and assignees waives and does hereby waive any such personal liability. For purposes of the Contract Documents, and any such instruments and certificates, and any such amendments or modifications, neither the negative capital account of any constituent partner in Owner, nor any obligation of any constituent partner in Owner to restore a negative capital account or to contribute capital to Owner or to any other constituent partner in Owner, shall at any time be deemed to be the property or an asset of Owner or any such other constituent partner (and neither Contractor nor any of its successors or assignees shall have any right to collect, enforce or proceed against or with respect to any such negative capital account or partner's obligation to restore or contribute). As used in this Section, a "constituent partner" in Owner shall mean any direct partner in Owner and any person or entity that is a partner in any partnership that, directly or indirectly through one or more other partnerships, is a partner in Owner.

70 TESTING

70.1 Unless otherwise provided in this Agreement, shop testing of materials or Work shall be performed by Contractor in conformance with the Contract Documents. Field testing of materials or Work shall be performed by Contractor. Should tests, in addition to those required by the Specifications, be desired by Owner or any applicable regulatory agency, Contractor will be advised in reasonable time to permit such testing. Such additional tests will be at Owner's expense, except as such additional tests are required due to Contractor's Work or materials. In this event, such additional (re-test) tests shall be at Contractor's expense.

70.2 Contractor shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or Work in place, including reasonable stoppage of Work during testing.

71 CLEANING UP

71.1 Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall satisfactorily dispose of all plant, buildings, rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the Owner may perform such work and deduct its cost and expenses from the GMP.

72 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

72.1 Contractor shall make its own arrangements for disposal of materials outside the Project limits.

72.2 When any material is to be disposed of outside of the Site, Contractor shall first obtain a written permit from the property owner on whose property the disposal is to be made and Contractor shall file, in writing, with Owner said permit or the certified copy thereof, together with a written release from the property owner absolving the Owner of any and all responsibility in connection with the disposal of material on said property. When material is disposed of as above provided and the disposal location is visible from the Project, Contractor shall dispose of the material in a neat and uniform manner to the satisfaction of Owner.

73 COMMERCIAL ACTIVITIES

73.1 Contractor shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by Owner. Contractor shall not allow its employees to engage in any commercial activities on the Project.

74 PROJECT SIGNS

74.1 With the exception of the right reserved by the Owner to erect a sign in connection with the Project and unless otherwise provided in the Contract Documents, the Contractor shall not display or permit to be displayed on or

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about the Project, any sign, trademark, poster or other advertising or identifying device, without prior written approval of Owner.

75 PUBLICITY AND ADVERTISING

75.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Agreement or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from Owner.

76 PROTECTION OF EXISTING PROPERTY

76.1 Contractor shall conduct its operations so as not to damage, close or obstruct any improvement, utility installation, highway, road or other property unless and until permits therefor have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations Contractor shall, at its expense and not as a Cost of the Work, make such repairs and provide such temporary signage, barricades, guides, lights and other signals as necessary or required for safety and as are acceptable to Owner.

76.2 Unless otherwise specifically provided in this Agreement, Contractor shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or other structure nor enter upon lands in their natural state until approved by Owner. Thereafter, and before it begins such Work, Contractor shall give due notice to Owner of its intention to start such Work. Contractor shall not be entitled to any extension of the Contract Time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the Project.

76.3 Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the Project which, as determined by Owner, do not reasonably interfere with the performance of this Agreement. Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its Work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Contractor and not reimbursed as a Cost of the Work.

77 ILLUMINATION

77.1 When any Work is performed at night or where daylight is unavailable or obscured, Contractor shall provide artificial light sufficient to permit Work to be carried on efficiently, inspection. During such time periods the access to the place of Work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points and shall be kept as far as possible from telephone wires, signal wires and wires used for firing blasts.

78 NOTICES

78.1 No notice will be effective unless and until sent in the manner set forth herein.

78.2 Written notice to the other Party must be sent to the attention of the individual(s) at the address(es) set forth in Section 78.2 of the Key Business Terms, as may be changed by the applicable Party upon ten (10) days written notice to the other Party.

78.3 Written notice must be sent by express mail (overnight delivery), courier or certified mail, postage prepaid, with a return receipt requested. All notices will be deemed effective upon actual receipt if (a) delivered personally (b) mailed by certified mail, or (c) mailed by express mail, overnight delivery service; provided, however, the effective date of any properly addressed notice will be deemed to be one day after notice is sent. The effective date of notice will be deemed to be the first date of an attempted delivery if the notice was properly addressed and the recipient Party either refused delivery, failed to inform the sending Party of a change in address, or delivery could not be made for reasons not attributable to the sending Party. The designated address for

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delivery of notice must include a street address, suite number (if applicable), city, state and zip code. If a notice address does not include such information, the notice address for such party shall be the prior proper address.

79 GOVERNING LAW AND INTERPRETATION

79.1 This Agreement shall be governed by the laws of the State of Florida, notwithstanding its conflict of laws principles.

79.2 This Agreement represents a negotiated arms' length transaction between the Parties. No inference or presumption will be drawn against either Party as the drafter of all or a portion of the Contract Documents.

79.3 The invalidity of any provision of the Contract Documents will not invalidate the entire Contract or its remaining terms. If any provision of the Contract Documents violates any Applicable Law or public policy, or is otherwise invalid or unenforceable, then to the full extent allowed by the Applicable Law, an arbitrator or a court will revise that provision to the extent necessary to make it lawful, within public policy, and enforceable and to give effect to the Parties' intentions for agreeing to such provision. Provisions that cannot be revised will be deemed severed from the Contract Documents from the remainder of the Contract Documents.

79.4 In the interest of brevity, the Contract Documents omit modifying words such as "all" or "any" and articles such as "the" and "an", but the inclusion of such modifies and articles in one provision and their exclusion in other provisions will not affect the interpretation of either provision. Use of the words "including" will mean "including but limited to" and in no event be interpreted to limit any general statement, term, or matter to the specific items listed.

80 RIGHTS AND REMEDIES

80.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

80.2 Those provisions of this Agreement which by their very nature, survive final acceptance under this Agreement, shall remain in full force and effect after completion, abandonment, or termination, including without limitation all representations, warranties, indemnities, insurance, and bond requirements.

81 SUCCESSORS, ASSIGNS AND ASSIGNMENT

81.1 Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements and obligations contained in this Agreement. It is agreed that Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement or its right, title and interest in and to the same or any part thereof, without previous consent of Owner and concurred to by the Surety.

81.2 It is understood that if Owner assigns its rights and obligations hereunder, Contractor agrees that it shall complete the Work for the assignee under the same terms and conditions. Any entity which may succeed to the rights of the Owner shall be entitled to enforce the rights and obligations of Owner.

81.3 Notwithstanding anything to the contrary contained herein, Owner may assign and transfer its rights and obligations related to or arising out of this Agreement to any other corporation, partnership or other entity and upon such assignment, Owner's shall have no further obligations or liability for any claims or actions relating to this Agreement which arise on or after the date of the assignment.

82 EXAMINATION OF CONTRACTOR'S RECORDS/ACCOUNTING RECORDS

82.1 Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the system shall be satisfactory to the Owner.

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

82.2 During the progress of the Work, Contractor agrees to furnish Owner a copy of its monthly report (showing costs incurred for the preceding month and dollars disbursed to the date thereof) and at least quarterly will furnish an updated report showing anticipated monthly draws through completion. Contractor will provide a final accounting of all Cost of the Work with its application for final payment.

82.3 For four (4) years after final payment under this Agreement, Owner will have access to, and the right to examine, audit, and copy any books, correspondence, subcontracts, purchase orders, documents, receipts, vouchers, payrolls, payment ledgers, memoranda, papers and records of the Contractor in both physical and electronic forms, including metadata, arising out of or relating in any way to the Cost of the Work. Contractor will reimburse Owner for any over-payment discovered as a result of such examination and audit, even if conducted after final payment.

83 ATTORNEYS' FEES

83.1 In the event of litigation or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to collect reasonable attorneys' fees, paralegal fees, and expert fees, from the non-prevailing party and costs and expenses of such litigation or arbitration, whether at the trial level or on appeal.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.

OWNER:

Thomas Jinks
By: Thomas Jinks (Aug 78, 2022 13:16 EDT)
Name: Thomas Jinks
Title: Sr Mgr Real Estate Development

CONTRACTOR:

Travis L. Clements
By: Travis L. Clements (Aug 24, 2022 13:15 EDT)
Name: Travis L. Clements
Title: Project Manager

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CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

PROJECT NAME: Wildlight - Pod 4 Park & Trail Mass Grading ; **PROJECT NUMBER:** CB-22-00020 ("Project")

Exhibit "A"

The Key Business Terms

The following terms and conditions will supplement or, if applicable, replace the Indicated provisions in the Agreement; all other terms and conditions of the Agreement will remain effective.

The Parties to this Agreement are Wildlight LLC, a Florida limited liability company ("Owner"), whose principal place of business is 1 Rayonier Way, Wildlight, FL 32097, and Burnham Construction, Inc., a Florida corporation ("Contractor"), whose principal place of business is 11413 Enterprise East Blvd., MacClenny, FL 32063 (individually each is a "Party" and collectively they are both "Parties").

PROPERTY: The Project is located at the street address 151 Crosstown Blvd, as designated for the City of Wildlight, County of Nassau in the State of Florida, and more particularly described in the "Property Description", which is attached to the Agreement as **Exhibit "B"** ("Property").

SITE: The Site IS IS NOT the entire Property. In the event that the Site is not the entire Property, the Site is a portion of the Property designated as follows:
 , or by Owner.

DESIGN PROFESSIONAL: The Design Professional for the Project is England-Thims & Miller, Inc., a corporation, formed under the laws of the State of Florida ("Design Professional"), whose principal place of business is 14775 Old St. Augustine Road, Jacksonville, FL 32258.

Owner may replace the Design Professional at any time in accordance with its agreement with the Design Professional by providing written notice to Contractor, in which event the replacement design professional will be considered the Design Professional on a going forward basis.

3 CONTRACT DOCUMENTS

3.1.6 Other Contract Documents, if any, consist of the following documents:

- .1 ;
- .2 ;

5 CONTRACT PRICE

5.1 Contractor's Fee will be N/A percent (N/A%) of the actual Cost of the Work, or the lump sum amount of N/A US Dollars (\$N/A), as may be adjusted only in strict conformance with Article 23 of the Agreement.

Contractor guarantees that the Contract Price will not exceed the maximum price of Seven Hundred Nineteen Thousand, Nine Hundred Eighty Eight and 53/100 U. S. Dollars (\$719,988.53) (the "Guaranteed Maximum Price" or "GMP"), as may be adjusted only in strict conformance with Article 23 of the Agreement.

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

5.4.1 The Cost of the Work will include the pro-rata portion of the actual salaries paid to the following approved personnel, if any, employed by Contractor who are stationed at offices other than the Site office when performing services exclusively for the benefit of Owner and the Project:

.1N/A

.2N/A

6 PAYMENT AND PERFORMANCE BONDS

6.1 (Check one of the following) Contractor WILL WILL NOT provide payment and performance bonds to the Owner for this Contract.

7 CONTRACT TIME

7.3 The Commencement Date for the Work (the "Commencement Date") will be determined as follows:

- Contractor commenced Work on _____, 20____. All such Work is subject to the terms and conditions of the Contract Documents, and any payments made by Owner in connection with such Work will be credited against the GMP.
- Contractor will commence the Work within seven (7) days after Owner provides Contractor with a written Notice to Proceed.
- Contractor will commence the Work on _____, 20____.

7.4 Contractor is obligated to achieve the following milestones within the times or dates indicated

Number	Description of required milestone achievement	Specific date/calendar days
1.	Mass Grading Parcel 4B	60
2.	Mass Grading N/S Trail	30

The Contract Time is ninety (90) calendar days from the Commencement Date or the date of _____, 20____, as may be adjusted only in strict conformance with Article 23 of the Agreement.

12 SUBSTANTIAL COMPLETION

12.1 The "Substantial Completion Date" is the date upon which Contractor is obligated to achieve Substantial Completion of the entire Work.

13 LIQUIDATED DAMAGES

13.1 LIQUIDATED DAMAGES FOR DELAY apply do NOT apply: If and to the extent that Liquidated Damages apply to this Agreement, Contractor will be liable for and shall pay to the Owner an amount equal to N/A U.S. Dollars (\$N/A) per calendar day for each day after expiration of the Contract Time until Contractor achieves Substantial Completion of the entire Work ("Liquidated Damages"). Notwithstanding the foregoing, Owner may, at its option, deduct the Liquidated Damages from any payment otherwise due Contractor, and reduce the GMP accordingly. In no event will Contractor's payment of Liquidated Damages be considered a Cost of the Work or a valid use of any Contingency. Contractor acknowledges that the Liquidated Damages are a reasonable estimate at the time of contracting of Owner's actual delay damages, and that Owner's actual delay damages would be extremely difficult or impossible to measure at the time of breach. In no event will Contractor take the position that the Liquidated Damages are an unenforceable penalty. The Liquidated Damages will be Owner's exclusive remedy for Contractor's failure to achieve Substantial Completion within the Contract Time; provided, however, the availability of Liquidated Damages will in no event preclude Owner from exercising other right under the Agreement, including without limitation, Owner's termination rights and rights to recover damages resulting from causes other than Contractor's failure to achieve Substantial Completion within the Contract Time.

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

22 CHANGES

22.3 Contractor's sole markup for all Changes in the Work shall be limited to the following:

- 22.3.1 Changes to the Work performed by Contractor: Contractor's maximum markup for overhead, general conditions, and profit will be ten percent (10%) of the direct Cost of the Work for the categories identified in Section 22.2;
- 22.3.2 Changes to the Work performed by subcontractors: Contractor's maximum markup for overhead, general conditions, and profit will be six percent (6%) of the direct Cost of the Work for the categories identified in Section 22.2; and the maximum markup for overhead, general conditions, and profit paid to any subcontractor will be six percent (6%) of the subcontractor's direct Cost of the Work for the categories identified in Section 22.2;
- 22.3.3 Adjustment to the costs of premiums for bonds will be one percent (1%) of the direct Cost of the Work for the categories identified in Section 22.2; and
- 22.3.4 Adjustment to the costs of premiums for insurance will be one percent (1%) of the direct Cost of the Work for the categories identified in Section 22.2.

78 NOTICE

78.2 Written notice must be sent and addressed to the Parties, as follows:

OWNER:	Wildlight LLC Attn: Tommy Jinks 1 Rayonier Way Wildlight, FL 32097 Facsimile: (904) 261-9322 Email: tommy.jinks@wildlight.com
with a copy to:	Rayonier Inc. Attn: Law Department 1 Rayonier Way Wildlight, FL 32097 Facsimile # (904) 261-2107 Email: legalnotice@rayonier.com
CONTRACTOR:	Burnham Construction, Inc. Attn: Travis Clements 11413 Enterprise East Blvd. MacClenny, FL 32063 Facsimile: N/A Email: tclements@burnhamconstructioninc.com

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "B"

Property Description

Recreation And/Or Community Amenity Tract 3 and Mobility Trail Easement 5 of the East Nassau - Wildlight PDP 3 / Pod 4 North Plat as recorded in the Official Records of Nassau County Florida, Plat Book 2593, Page 1790.

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EXHIBIT 'C'
LIST OF PLANS & SPECIFICATIONS

DOCUMENT	DATE	REV.	VENDOR
Wildlight PDP #3 Parcel 4B & 8A Common Areas Engineering Plans	3/1/2022	0	England-Thims & Miller, Inc.
Wildlight PDP #3 North/South Trail Engineering Plans	4/7/2022	0	England-Thims & Miller, Inc.
Geotechnical Engineering Report - Wildlight Pod 4	4/15/2020	0	ECS Florida, LLC

CB-22-00020 - Burnham Construction, Inc. - KLB c081622 - RQ 137935;ZD 78565

**EXHIBIT D
GENERAL 4 - INSURANCE FORM**

Contractor must have proof of insurance. Purchaser requirements are as follows:

Additional Insured:

Rayonier Inc. its subsidiaries and subsidiaries thereof
1 Rayonier Way
Wildlight, FL 32097

General Liability (Including: Aircraft Liability Insurance, if applicable, Product Liability/ Completed Operations, Contractual Liability)		
	Each Occurrence	\$ 1,000,000
	Damage to Rented Premises (Each Occurrence)	\$
	Med Exp (Any one person)	\$
	Personal & Adv Injury	\$ 1,000,000
	General Aggregate	\$ 2,000,000
	Products – Comp/Op Agg	\$ 2,000,000
Automobile Liability (Including Owned, Non-Owned and Hired Vehicles)		
	Combined Single Limit (Ea accident)	\$ 1,000,000
	Bodily Injury (Per person)	\$
	Bodily Injury (Per accident)	\$
	Property Damage (Per accident)	\$
Worker's Compensation	WC Statutory Limits	Statutory
Employer's Liability (1)	Each Accident	\$ 1,000,000
	Disease (Ea Employee)	\$ 1,000,000
	Disease (Policy Limit)	\$ 1,000,000
Professional Liability (if Applicable)	Each Occurrence	\$ 1,000,000
Pollution Legal Liability (if Applicable)	Each Occurrence	\$ 1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$ 5,000,000

Note: The foregoing minimum levels of liability insurance may be evidenced by a primary insurance policy on or by the combination of primary and umbrella (excess) liability policies.

Evidence of Compliance with Insurance Requirements

Prior to commencing Work or entering property or facilities of Purchaser, Contractor shall secure such insurance as necessary to comply with the foregoing requirements and will provide a Certificate of Insurance evidencing the policies in effect for the duration of the Agreement. Under the Professional Liability Insurance requirements, Architect's and Engineer's coverage will be endorsed to include contractual liability. The Certificate of Insurance will further evidence that **RAYONIER INC. its subsidiaries and subsidiaries thereof** has been **NAMED AS AN ADDITIONAL INSURED** under the General Liability Policy, and that Purchaser will be given thirty (30) days written notice prior to cancellation or material change to any policy evidenced. If the General Liability coverage evidenced is written on a "Claims Made" basis, the certificate will so evidence along with stating the "Retroactive Date" contained in the policy. To be acceptable the "Retroactive Date" must be prior to the commencement of any contract with Purchaser. Waiver of Subrogation language for all policies shall be in favor of "Rayonier Inc. its subsidiaries and subsidiaries thereof". Prior to commencing work, it is required that Rayonier be named as the certificate holder on the liability policies, ensure that broker/agent includes the following certificate holder language:

Rayonier Inc. its subsidiaries and subsidiaries thereof
Insurance Compliance
PO Box 100085 - R7
Duluth, GA 30096

Please email copies of certificates of insurance to: rayonier@ebix.com

IMPORTANT

No contractor or company shall commence Work or enter upon the property or facilities of Purchaser, its Division or Subsidiaries, until a Certificate of Insurance as above discussed has been received by Purchaser.

(1) If covered by Washington L&I for workers' compensation, "Stop Gap" coverage must be provided to meet the employer's liability requirement

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**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "E"

Unit Prices, Pricing Index, and Allowances

N/A

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "F"

Construction Schedule

N/A

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "G"

Draw Schedule

N/A

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "H"

Schedule of Values

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EXHIBIT H
Pay Item & Proposal Register

BURNHAM CONSTRUCTION
Wildlight PDP3 4B REV 1--Wildlight PDP3 4B REV 1 - 7.8.22

Division Code	Description	Pay Quantity	UOM	Currency	Unit Price (current)	Total Price (current)
001000	General Conditions	1.00	Lump Sum	U.S. Dollar	\$17,776.03	\$17,776.03
001000	Construction Entrance	1.00	Each	U.S. Dollar	\$7,168.35	\$7,168.35
003000	Surveying	1.00	Lump Sum	U.S. Dollar	\$11,850.70	\$11,850.70
004000	As Builts	1.00	Lump Sum	U.S. Dollar	\$8,888.02	\$8,888.02
005000	Silt Fence Type III	2,477.00	Linear Feet	U.S. Dollar	\$4.47	\$11,072.19
005000	Tree Protection	1,000.00	Linear Feet	U.S. Dollar	\$6.47	\$6,470.00
006000	NPDES Permit Compliance	1.00	Lump Sum	U.S. Dollar	\$11,124.81	\$11,124.81
007000	Construction Materials Testing	1.00	Lump Sum	U.S. Dollar	\$11,751.41	\$11,751.41
011000	Dewater for Pond	2,987.00	Cubic Yard	U.S. Dollar	\$0.79	\$2,359.73
011000	Pond Excavation	2,987.00	Cubic Yard	U.S. Dollar	\$4.00	\$11,948.00
012000	Strip Topsoil	5,119.00	Cubic Yard	U.S. Dollar	\$3.38	\$17,302.22
012000	Bury Topsoil Onsite	5,119.00	Cubic Yard	U.S. Dollar	\$3.02	\$15,459.38
012000	Place & Compact Fill	35,130.00	Cubic Yard	U.S. Dollar	\$3.23	\$113,469.90
012000	Import Fill Hauled from Borrow Pit	32,143.00	Cubic Yard	U.S. Dollar	\$10.98	\$352,930.14
012000	Final Dressout	22,147.00	Square Yard	U.S. Dollar	\$1.17	\$25,911.99
025000	Pond Sod	1,314.00	Square Yard	U.S. Dollar	\$4.78	\$6,280.92
						\$631,763.79 \$607,053.25

Pay Item & Proposal Register

BURNHAM CONSTRUCTION

Wildlight PDP3 Parks and Trails 4B Break Out Pricing--Parks and Trails Break out for Tommy Jinx - Rayonier

Lock Price	Description	Pay Quantity	UOM	Currency	Unit Price (current)	Total Price (current)
<input type="checkbox"/>	General Conditions	1.00	Lump Sum	U.S. Dollar	\$7,364.25	\$7,364.25
<input type="checkbox"/>	Maintain Haul Road	1.00	Lump Sum	U.S. Dollar	\$3,839.94	\$3,839.94
<input type="checkbox"/>	Surveying	1.00	Lump Sum	U.S. Dollar	\$4,909.56	\$4,909.56
<input type="checkbox"/>	As Builts	1.00	Lump Sum	U.S. Dollar	\$3,683.88	\$3,683.88
<input type="checkbox"/>	Silt Fence Type III	1,500.00	Linear Feet	U.S. Dollar	\$4.48	\$6,720.00
<input type="checkbox"/>	NPDES Permit Compliance	1.00	Lump Sum	U.S. Dollar	\$3,102.84	\$3,102.84
<input type="checkbox"/>	Construction Materials Testing	1.00	Lump Sum	U.S. Dollar	\$4,910.00	\$4,910.00
<input type="checkbox"/>	Strip Topsoil	1,163.00	Cubic Yard	U.S. Dollar	\$3.39	\$3,942.57
<input type="checkbox"/>	Bury Topsoil Onsite	1,163.00	Cubic Yard	U.S. Dollar	\$3.02	\$3,512.26
<input type="checkbox"/>	Place & Compact Fill	4,604.00	Cubic Yard	U.S. Dollar	\$3.24	\$14,916.96
<input type="checkbox"/>	Purchase Import Fill	4,604.00	Cubic Yard	U.S. Dollar	\$11.00	\$50,644.00
<input type="checkbox"/>	Final Dressout	4,606.00	Square Yard	U.S. Dollar	\$1.17	\$5,389.02
						\$112,935.28

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "1"

Contractor's W-9

On file

CB-22-00020 - Burnham Construction, Inc. - KLB c081622 - RQ 137935;ZD 78565

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "J"

Application for Payment

Sample

APPLICATION AND CERTIFICATION FOR PAYMENT		AIA DOCUMENT G703	PAGE 1 OF 2 PAGES
TO OWNER	PROJECT	APPLICATION NO.	Distribution to
AGENT			<input checked="" type="checkbox"/> OWNER
			<input type="checkbox"/> ARCHITECT
			<input checked="" type="checkbox"/> CONTRACTOR
			<input type="checkbox"/>
FROM CONTRACTOR	VIA ARCHITECT	PERIOD TO:	
		PROJECT NOS:	
CONTRACT FOR:		CONTRACT DATE:	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below, in connection with the Contract.
Continuation sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ _____
2. Net Change by Change Order \$ _____
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ _____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ _____
5. RETAINAGE
 - a. 10% of Completed Work (Column D + E on G703) \$ _____
 - b. % of Stored Material (Column F on G703) \$ _____
 - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ _____
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ _____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates) \$ _____
8. CURRENT PAYMENT DUE \$ _____
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 8 less Line 6) \$ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$ 0.00	\$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for the Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR
By: _____ Date: _____
State of Florida _____ County of _____
Subscribed and sworn to before me this _____ day of _____, 2008.
Notary Public, My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
I state a explanation if amount certified differs from the amount applied. Initial all figures on this application and on the Continuation Sheet that are changed to conform with the amount certified.
ARCHITECT
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein, issuance of payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION FOR PAYMENT AND CERTIFICATE FOR PAYMENT - 1995 EDITION - AIA 1995

THE ARCHITECT CERTIFICATE FOR PAYMENT, 1995 EDITION, AIA 1995, IS A STANDARD FORM OF CONTRACT DOCUMENTS, 1995 EDITION, AIA 1995.

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "J"

Application for Payment Cont.

Sample

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: _____
APPLICATION DATE: _____
PERIOD TO: _____

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED:		E MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			F FROM PREVIOUS APPLICATION (D + F)	G THIS PERIOD					
General Conditions									
GRAND TOTALS		\$	\$	\$	\$	\$	\$	\$	\$

Users may obtain validation of this document by requesting a completed AIA Document G702 - Certification of Document's Authenticity from the Userbase.

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "L"

**Waiver and Release of Lien upon Progress Payment
SUBCONTRACTOR/SUPPLIER WAIVER AND
RELEASE OF CLAIMS UPON PROGRESS PAYMENT**

STATE OF _____)
)
COUNTY OF _____)

In person before the undersigned officer duly authorized to administer oaths, appeared an officer of _____ (name of Subcontractor) (the "Subcontractor"), who has subcontracted with Burnham Construction, Inc., LLC to furnish _____ (scope of materials, labor and services) for the construction of improvements known as _____ (the "Project"), which is owned by Wildlight LLC ("Owner") and located at _____, Florida (the "Property").

Upon the receipt of the sum of \$ _____, Subcontractor waives and releases any claims it has or may have against Contractor and its surety, Owner, Wildlight LLC, or their successors by merger, arising out of or relating to all labor, materials, and services provided by, through, or at the instance of Subcontractor in connection with the Project through the date of _____, excluding only retainage and those claims timely noticed, properly made, and specifically identified and reserved below. Identification of a claim previously waived or released shall not revive such claim.

Given under hand and seal this _____ day of _____, 20__.

_____ (SEAL)
Name: (Name of Subcontractor)
By: _____
Its: _____

STATE OF _____)
)
COUNTY OF _____)

Sworn to before me and subscribed in my presence this _____ day of _____, 2017

Notary Public
My commission expires: _____

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "M"
Contractor's Progress Payment Affidavit

Directions: [All of the following steps MUST be completed to assure that this form is effective]:

Delivery method: Contractor delivers to Owner when Contractor is given progress payment for all work and materials provided to the Property.

CHECK ONCE COMPLETED:

- G First Paragraph - Print name of person executing Affidavit (the "Affiant")
- G Item 1 - Fill in the title of Affiant and name of Contractor
- G Item 2 - Fill in the complete legal description
- G Item 3 - Fill in amount of progress payment
- G Item 6 - Fill in amount of most recent progress payment
- G Have Contractor's officer (i) sign; (ii) print his/her name; (iii) state his/her title; and (iv) date
- G Have two (2) different people witness the signature (print and execute their names)
- G Have signature notarized

ALL BLANKS MUST BE FILLED IN COMPLETELY AND CORRECTLY

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**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "M" Continued
CONTRACTOR'S PROGRESS PAYMENT AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared _____ ("Affiant") who, being duly sworn according to law, deposes and says the following:

- 1. Affiant is the _____ (title) of _____ (company name) ("Contractor").
- 2. Pursuant to a contract with Owner, Contractor has performed and will perform work and labor, and/or furnished and will furnish materials, for the purpose of improving the real property owned by _____ ("Owner"), located in _____ County, Florida ("Property"), and legally described as :

SEE LEGAL DESCRIPTION ATTACHED

- 3. This affidavit is executed and delivered for the purpose of obtaining a progress payment in the amount of \$ _____.
- 4. All lienors engaged by Contractor in connection with the Property have been paid in full, except for the following listed lienors (if no lienors are listed, there are none):

<u>NAME OF LIENOR</u>	<u>AMOUNTS DUE OR TO BECOME DUE</u>
_____	_____
_____	_____

- 5. Contractor will disburse the requested progress payment to satisfy Contractor's current obligations to all lienors engaged by Contractor in connection with the Property as follows:

<u>NAME OF LIENOR</u>	<u>AMOUNT TO BE PAID</u>
_____	_____
_____	_____

- 6. The most recent progress payment of \$ _____ previously received by Contractor was disbursed by Contractor to satisfy Contractor's then current obligations to all lienors engaged by Contractor in connection with the Property as follows:

<u>NAME OF LIENOR</u>	<u>AMOUNT PAID</u>
_____	_____
_____	_____

Partial (or final, as the case may be) waivers of lien from each of the foregoing lienors are attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Exhibit "M" Continued

Witnesses:

Print Name: _____

Print Name: _____

AFFIANT:

Company Name: _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)

)SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 200__, by _____ who is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

Notary Public

PARTIAL (OR FINAL) WAIVER LIEN (copies attached)

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "N"
WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ _____ dollars, on check number _____ hereby waives, releases, remises and relinquishes its lien and any and all right to claim of lien or liens for labor, services or materials furnished, or any kind of class of lien whatsoever to Burnham Construction, Inc. on the job of Wildlight LLC to the following described property:

Dated this ____ day of _____, ____ at _____, Florida.

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, ____ by _____, on behalf of the company/individual/partnership. He/She is personally known to me or provided _____ as identification.

My Commission Expires: _____
Notary Public

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "O"

CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF LIEN

(To be used for all lienors that are in direct contract/privity with owner,
including general contractors and professional lienors)

Purpose: To ensure that the general contractor and all persons engaged by the general contractor who furnished services, labor or materials used in improving the Property have been paid. To obtain a release by the general contractor of all lien rights in consideration of **FINAL** payment.

Why to use this form? Protects Owner from a general contractor who has not paid its subcontractors or suppliers. Protects Owner inasmuch as the lienor releases their lien rights on a certain piece of property.

Directions: [All of the following steps **MUST** be completed to assure that this form is effective]:

Delivery method: Contractor delivers to Owner when Contractor is given **FINAL** payment for all work and materials provided to the Property.

CHECK ONCE COMPLETED:

- G (A) Fill in County where real property is located
- G (B) Fill in name of person executing Affidavit (the "Affiant")
- G (C) Fill in the title of Affiant
- G (D) Fill in company name of Contractor - MAKE SURE THIS IS THE FULL NAME (e.g., ABC Construction is not enough, FULL LEGAL name must be included: ABC Construction of Duval, Inc.)
- G (E) Fill in name of Owner (see "Entity Ownership Schedule" attached hereto as **Addendum A** for appropriate information)
- G (F) Fill in County where real property is located
- G (G) Fill in COMPLETE legal description of real property -
Option 1: typically used for subdivision improvements when work affects entire parcel; or
Option 2: typically used for improvements affecting a specific lot within a Project.
- G (H) Fill in name of any subcontractors, sub-subcontractors, laborers, suppliers, materialmen, etc. not yet paid by lienor and amounts due thereto
- G (I) Fill in FINAL payment amount
- G (J) Fill in date
- G (K) Fill in company name of lienor on line for Company Name - MAKE SURE THIS IS THE FULL NAME (e.g., ABC Construction is not enough, FULL LEGAL name must be included: ABC Construction of Duval, Inc.)
- G (L) Have an officer of lienor (i) sign; (ii) print his/her name; (iii) print his/her title; and (iv) print full address of lienor
- G (M) Have two (2) different people witness the signature and have each witness sign and print their respective names underneath their signature
- G (N) Notarize - insert county of execution, date of execution, name of officer of lienor, sign and insert commission expiration date.
- G Schedule 1: Attach: (i) a list of all persons, firms, and corporations engaged by lienor who have furnished services, labor, materials, or other items used in improving the Property and the total amounts paid to each; and (ii) final waivers of lien from each of the foregoing.

ALL BLANKS MUST BE FILLED IN COMPLETELY AND CORRECTLY

CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "O" Continued

FINAL AFFIDAVIT AND RELEASE OF LIEN

STATE OF FLORIDA

COUNTY OF (A)

BEFORE ME, the undersigned authority, personally appeared (B) ("Affiant"), who, after being by me duly sworn according to law, deposes and says of his personal knowledge the following:

1. Affiant is the (C) of (D) ("Contractor"), which does business in the State of Florida.

2. Pursuant to a Contractor's Agreement (the "Contract") between Owner and Contractor, Contractor has performed work and labor, and/or has furnished materials, for the purpose of improving the real property (the "Property") owned by (E) ("Owner"), located in (F) County (the "County"), Florida, ("State") and legally described as:

(G) Option 1: PARCEL: _____, PLAT NAME: _____
AS RECORDED IN PLAT BOOK: _____ PAGE: _____ OF THE PUBLIC RECORDS OF THE COUNTY AND STATE.

Option 2: LOT ____, BLOCK ____, SECTOR(S) ____, PARCEL(S) ____, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK ____, PAGE ____, OF THE PUBLIC RECORDS OF THE COUNTY AND STATE.

3. The Affiant makes this Final Affidavit and Release of Lien, pursuant to Chapter 713, Florida Statutes, for the express purpose of inducing the Owner to make final disbursement and payment to the Contractor under the Contract.

4. Contractor represents to Owner that all work to be performed under the Contract has been fully completed and that all persons, firms, and corporations engaged by Contractor who have furnished services, labor, materials, or other items used in improving the Property have been paid in full. A list of all such persons, firms and corporations and the total amounts paid to each are attached hereto as **Schedule 1** and final waivers of lien from each are also attached hereto. The Contractor has received full and final payment required under the Contract for all work and labor performed, and/or all materials furnished in, to, or about the construction of any building or buildings situated on, or otherwise improving, the Property.

5. There are no persons, firms or corporations engaged by Contractor to improve the Property who have not been paid in full for work done, except those (and for the amounts) listed below (if no exceptions are listed below, there are none):

<u>NAME (H)</u>	<u>AMOUNTS DUE</u>

6. The Contractor hereby expressly agrees to indemnify and save Owner, and all of its directors, officers, partners, representatives and agents, harmless from any and all costs and expenses, including reasonable

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

attorneys' fees, arising out of claims by any laborer, materialmen or subcontractor that they have not been paid for services and/or materials furnished by or through the Contractor in connection with the Property.
Exhibit "O" Continued

7. In consideration of the final payment to Contractor of \$(I) and all other previous payments paid by Owner to Contractor, the undersigned does hereby for and in behalf of the Contractor hereby waive, release and relinquish the Contractor's right to any claim or demand or right to impose a lien or liens for work done or services or materials furnished or any other class of lien whatsoever by Contractor on the job of Owner to the Property.

FURTHER AFFIANT SAYETH NAUGHT.

Signed sealed and delivered this (J) day of _____, ____.

Witnesses:	Company Name <u>(K)</u>
<u>(M)</u> _____ Print Name:	By: <u>(L)</u> _____ Name: _____ Title: _____
<u>(M)</u> _____ Print Name:	Address: _____ _____

STATE OF FLORIDA
COUNTY OF _____

(N)The foregoing instrument was acknowledged before me this _____ day of _____, ____ by _____, who is personally known to me or has produced _____ as identification and did (did not) take an oath.

Signature of Notary Public

My Commission Expires:

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

SCHEDULE 1

Persons Paid in Full and Amounts Paid

CB-22-00020 - Burnham Construction, Inc. - KLB c081622 - RQ 137935;ZD 78565

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

**Exhibit "P"
CHANGE ORDER**

CONTRACTOR NAME: _____

CHANGE ORDER NO.: _____

DATE: _____

The Owner hereby gives the Contractor a Change Order for, and the Contractor agrees to provide and perform, the materials and Work described below:

SEE ATTACHED SCHEDULE A FOR DESCRIPTION OF WORK

Original Guaranteed Maximum Price	\$
Net Price Adjustments for Previous Change Orders - No. _____ through _____	\$
Adjusted Guaranteed Maximum Price through Change Order No. _____	\$
Net Price Adjustment for this Change Order No. _____	\$
Adjusted Guaranteed Maximum Price	\$

Original Contract Time (expiration date) _____	
Net Time Adjustments for Previous Change Orders - No. _____ through _____ (number of days) _____	
Adjusted Contract Time through Change Order No. _____ (expiration date) _____	
Net Time Adjustment for this Change Order No. _____ (number of days) _____	
Adjusted Contract Time (expiration date) _____	

Any funds payable to the Contractor hereunder are hereby declared to constitute trust funds in the hands of the Contractor to be first applied to the payment of Subcontractors, laborers and materialmen, and other cost of construction pursuant to law.

The total amount of this Change Order includes all applicable taxes, insurance, bond, delivery, supervision overhead, profit, labor, labor impact, materials, changes, delays, acceleration, cumulative impact, and inefficiency, or any claims therefore, and the Contractor hereby waives any and all claims for such items associates with or related to the Work covered by this Change Order to the extent not set forth herein.

This Change Order represents the entire and integrated agreement between the parties with respect to the Changes set forth herein. This Change Order supersedes all prior negotiations, agreements, understandings, and qualifications, for this change in scope; but this change Order and the Work contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Contract Documents including, without limitation, those concerning payment.

OWNER:

CONTRACTOR:

Authorized Signature
Print Name: _____
Title: _____

Authorized Signature
Print Name: _____
Title: _____

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Date: _____ Date: _____

**SCHEDULE (A)
CHANGE ORDER
DESCRIPTION OF WORK**

CONTRACTOR NAME: _____

CHANGE ORDER NO.: _____

DATE: _____

<u>Item</u>	<u>Description</u>	<u>Value</u>
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CONSTRUCTION AGREEMENT COST PLUS with GUARANTEED MAXIMUM PRICE

Exhibit "Q"
FIELD

DIRECTIVE

TO:
ATTN:

DATE:

PROJECT:

DIRECTIVE NO.:

ATTACHMENTS:

DESCRIPTION: _____

Subcontractor Total	\$-
Overhead @ 5%	\$-
Profit @ 5%	\$-
Bond @ .75%	\$-
TOTAL	\$-

Pursuant to Paragraph 24 of the, Owner directs Contractor as follow:

A. Owner does not authorize Contractor to proceed with the described proposed Changes to the Work. Contractor will submit a Proposal to Owner in conformance with Article 22 of the Agreement within (____) days from the date of this Field Directive. Contractor's Proposal will include all applicable quantities by unit, a detailed, itemized breakdown of all additions and credits to the Cost of the Work allowed under Section 22.2 of the Agreement to fully perform the proposed Changes to the Work; and any proposed adjustment to the Contract Time and Milestones. Owner will issue either a Change Order or an amended Field Directive to Contractor in the event Owner elects to accept the proposed adjustments to the Contract Price and Contract Time.

B. Owner directs Contractor to proceed with the described Changes to the Work for an increase or decrease to the Contract Price in the amount of \$_____, which will be formally memorialized by Owner's issuance of a Change Order to Contractor. Notwithstanding the foregoing, Contractor will provide written notice of a claim to Owner in strict conformance with Article 51 of the Agreement and await further direction from Owner before proceeding with the Changes to the Work in the event that Contractor does not agree to such adjustment.

C. Owner directs Contractor to proceed immediately with the described Changes to the Work, and to submit a Proposal to Owner in conformance with Article 22 of the Agreement within (____) days from the date of this Field Directive. Contractor's authorization to proceed under this Field Directive IS or IS NOT subject to a maximum increase in the GMP of _____, which may be increased only by an amended Field Directive signed by

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

Owner's representative. Contractor's Proposal will include all applicable quantities by unit; a detailed, itemized breakdown of all additions and credits to the Cost of the Work allowed under Section 22.2 of the Agreement to fully perform the Changes to the Work; and ; and any proposed adjustment to the Contract Time and Milestones. Owner will issue a formal Change Order to Contractor when the Parties reach an agreement upon the adjustment to the Contract Price and Contract Time.

D. Owner directs Contractor to proceed immediately with the described Changes to the Work on a time and material basis for the actual Cost of the Work Incurred by Contractor for those categories of Cost of the Work set forth in Section 22.2 of the Agreement. Contractor will maintain accurate time and material records. Contractor will submit all time tickets on a weekly basis to the Owner's representative for verification. Owner will issue a formal Change Order equal to the actual increased Cost of the Work and increased Contract Time attributable to the Changes to the Work based on the signed time tickets and material invoices, plus the Contractor mark-up as specified in Section 22.3 of the Agreement.

E. Owner directs Contractor to proceed immediately with the described work, with both Parties reserving their rights as to whether the described work above constitutes a Change to the Work. Contractor will maintain accurate time and material records based upon the categories of the Cost of the Work identified in Section 22.2 of the Agreement. Contractor will submit all time tickets on a weekly basis to the Owner's representative for verification. Owner and Contractor will resolve their dispute with respect to the described work in conformance with Article 51 of the Agreement.

F. Owner directs Contractor to proceed immediately with the correction or removal and replacement of the described Work, which Owner has determined is defective. Contractor will provide written notice of a Claim in strict conformance with Article 51 of the Agreement in the event that Contractor believes in good faith that Owner's determination is incorrect. Contractor's notice will not excuse Contractor from promptly and diligently complying with this Field Directive.

All Work, including Changes to the Work, will be performed in conformance with the Contract Documents. All labor and material referenced above is subject to the applicable portions of the Contract Documents. All costs associated with the described Changes to the Work includes any and all time extensions arising out of or relating to the Field Directive, and therefor constitutes no change to the Contract Time. Contractor will coordinate all all Work in progress with the described Changes to the Work.

Comments: Contract Time and Milestones are not changed as a result of this Field Directive.

Approved:

Accepted:

Owner

Date

Contractor

Date

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

**Exhibit "P"
CHANGE ORDER**

CONTRACTOR NAME: Burnham Construction, Inc.
 CONTRACT NUMBER: amended: PD000000229 original: CB-22-00020
 CHANGE ORDER NO.: 2
 DATE: 3/8/2023

The Owner hereby gives the Contractor a Change Order for, and the Contractor agrees to provide and perform, the materials and Work described below:

SEE ATTACHED SCHEDULE A FOR DESCRIPTION OF WORK


Original Guaranteed Maximum Price		<u>\$719,988.53</u>
Net Price Adjustments for Previous Change Orders - No.	<u>0</u> through <u>1</u>	<u>\$356,622.01</u>
Adjusted Guaranteed Maximum Price through Change Order No.	<u>1</u>	<u>\$1,076,610.54</u>
Net Price Adjustments for Changer Order No.	<u>2</u>	<u>\$704,052.12</u>
Adjusted Guaranteed Maximum Price		<u>\$1,780,662.66</u>
Original Contract Time (expiration date)		<u>8/31/2023</u>
Net Time Adjustments for Previous Change Orders - No.	<u>0</u> through <u>1</u>	<u>0</u>
Adjusted Contract Time through Change Order No.	<u>1</u>	<u>8/31/2023</u>
Net Time Adjustment for this Change Order No.	<u>2</u>	<u>0</u>
Adjusted Contract Time		<u>8/31/2023</u>

Any funds payable to the Contractor hereunder and hereby declared to constitute trust funds in the hands of the Contractor to be first applied to the payment of Subcontractors, laborers and materialmen, and other cost of construction pursuant to law.


The total amount of their Change Order includes all applicable taxes, insurance, bond, delivery, supervision, overhead, profit, labor, labor impact, materials, changes, delays, acceleration, cumulative impact, and inefficiency, or any claims therefore, and the Contractor hereby waives any and all claims for such items associates with or related to the Work covered by this Change Order to the extent not set forth herein.

This Changer Order represents the entire and integrated agreement between the parties with respect to the Changes set forth herein. This Change Order supersedes all prior negotiations, agreements, understandings, and qualifications, for their change in scope; but this Change Order and the Work contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Contract Documents including, without limitation, those concerning payment.

OWNER:


Thomas Jinks (Apr 18, 2023 10:11 EDT)
 Authorized Signature
 Print Name: Thomas Jinks
 Title: Sr. Manager, Real Estate Development

CONTRACTOR:


Justin Dixon (Apr 18, 2023 10:11 EDT)
 Authorized Signature
 Print Name: Justin Dixon
 Title: Project Manager

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

SCHEDULE (A)

CHANGE ORDER

DESCRIPTION OF WORK

CONTRACTOR NAME: Burnham Construction, Inc.
 CONTRACT NUMBER: amended: PQ00000229 original: CB-22-00020
 CHANGE ORDER NO.: 2
 DATE: 3/8/2023

<u>Item</u>	<u>Description</u>	<u>Value</u>
4B Hardscape (CC061)	Install sidewalk, MUP and sod/seed and mulch.	
01.01.10.00.PUR	General Conditions	\$10,676.75
01.00.53.00.PUR	As Builts	\$3,939.76
01.02.21.13.PUR	Surveying	\$5,253.01
01.32.16.00.PUR	Curb	\$15,634.08
01.32.16.23.PUR	Sidewalks & Flatwork	\$46,991.69
01.32.36.02.PUR	Trails	\$144,972.61
01.32.92.00.PUE	Grassing	\$53,748.36
	Subtotal	\$281,216.26
N/S Trail Hardscape (CC059)	Install Multi Use Path, Drainage and sod/seed and mulch	
01.01.10.00.PUR	General Conditions	\$13,626.99
01.00.53.00.PUR	As Builts	\$4,814.40
01.02.21.13.PUR	Surveying	\$6,419.20
01.31.00.00.PUR	Earthwork	\$30,759.61
01.31.22.20.PUR	Import Fill	\$57,943.34
01.32.36.01.PUR	Multi Use Path	\$200,353.10
R01.32.92.00.PUE	Grassing	\$58,449.50
01.33.40.00.PUR	Storm Drainage	\$50,469.72
	Subtotal	\$422,835.86

EXHIBIT 'C'
LIST OF PLANS & SPECIFICATIONS

DOCUMENT	DATE	REV.	VENDOR
Wildlight PDP #3 Parcel 4B & 8A Common Areas Engineering Plans	11/16/2022	2	England-Thims & Miller, Inc.
Wildlight PDP #3 North/South Trail Engineering Plans	12/1/2022	0	England-Thims & Miller, Inc.
Geotechnical Engineering Report - Wildlight Pod 4	4/15/2020	0	ECS Florida, LLC

[Pay Item & Proposal Register]

[Burnham Construction]
 [Wildlight Parcel 4B CO2 Hardscape - REV 001]

Division Code	Description	Pay Quantity	UOM	Unit Price (current)	Total Price (current)
001000 (General Conditions)					\$7,879.52
001000	General Conditions	1.00	Lump Sum	\$7,879.52	\$7,879.52
003000 (Surveying)					\$5,253.01
003000	Surveying	1.00	Lump Sum	\$5,253.01	\$5,253.01
004000 (As Builts)					\$3,939.76
004000	As Builts	1.00	Lump Sum	\$3,939.76	\$3,939.76
007000 (Construction Materials Testing)					\$2,797.23
007000	Construction Materials Testing	1.00	Lump Sum	\$2,797.23	\$2,797.23
020000 (Subsoil Stabilization)					\$42,928.27
020000	Subgrade for Sidewalk	783.00	Square Yard	\$3.29	\$2,576.07
020000	Subsoil Stabilization/Stabilized Shoulders	3,116.00	Square Yard	\$12.95	\$40,352.20
021000 (Base)					\$62,061.40
021000	4" Limerock (MUP)	1,220.00	Square Yard	\$14.39	\$17,555.80
021000	8" Limerock (MUP w/ Stabilized Shoulder)	1,830.00	Square Yard	\$24.32	\$44,505.60
022000 (Asphalt Paving)					\$40,793.22
022000	1 1/2" Asphalt Multi-Use Path	2,106.00	Square Yard	\$18.61	\$39,192.66
022000	Prime Limerock	2,106.00	Square Yard	\$0.76	\$1,600.56
023000 (Striping & Signs)					\$1,765.79
023000	Striping & Signs	1.00	Lump Sum	\$1,765.79	\$1,765.79
024000 (Concrete)					\$60,049.70
024000	6" Header Curb	594.00	Linear Feet	\$26.32	\$15,634.08
024000	5' Sidewalk	4,850.00	Square Feet	\$5.22	\$25,317.00
024000	Turndown for Sidewalk	85.00	Linear Feet	\$15.07	\$1,280.95
024000	Concrete - Flat Work Pad	2,197.00	Square Feet	\$8.11	\$17,817.67

[Pay Item & Proposal Register]

[Burnham Construction]
 [Wildlight Parcel 4B CO2 Hardscape - REV 001]

Division Code	Description	Pay Quantity	UOM	Unit Price (current)	Total Price (current)
025000 (Grassing)					\$53,748.36
025000	Site/Slope Sod	7,476.00	Square Yard	\$4.78	\$35,735.28
025000	Site Seed and Mulch	13,332.00	Square Yard	\$0.88	\$11,732.16
025000	Pond Sod	1,314.00	Square Yard	\$4.78	\$6,280.92
					\$261,216.26

[Pay Item & Proposal Register]

[Burnham Construction]
 [Wildlight N-S Trails CO 3 Update - REV 001]

Division Code	Description	Pay Quantity	UOM	Unit Price (current)	Total Price (current)
001000 (General Conditions)					\$9,628.78
001000	General Conditions	1.00	Lump Sum	\$9,628.78	\$9,628.78
003000 (Surveying)					\$6,419.20
003000	Surveying	1.00	Lump Sum	\$6,419.20	\$6,419.20
004000 (As Built)					\$4,814.40
004000	As Built	1.00	Lump Sum	\$4,814.40	\$4,814.40
007000 (Construction Materials Testing)					\$3,998.21
007000	Construction Materials Testing	1.00	Lump Sum	\$3,998.21	\$3,998.21
012000 (Earthwork)					\$68,702.95
012000	Strip Topsoil	1,020.00	Cubic Yard	\$3.38	\$3,447.60
012000	Bury Topsoil Onsite	1,020.00	Cubic Yard	\$3.02	\$3,080.40
012000	Place & Compact Fill	5,642.00	Cubic Yard	\$3.23	\$18,223.66
012000	Purchase Import Fill Material	5,642.00	Cubic Yard	\$10.27	\$57,943.34
012000	Final Dressout	5,135.00	Square Yard	\$1.17	\$6,007.95
015000 (Storm Drain)					\$50,469.72
015000	Dewater Storm Drain	300.00	Linear Feet	\$13.28	\$3,984.00
015000	12"x18" Mitered End Section	6.00	Each	\$3,049.62	\$18,297.72
015000	12" x 18" RCP 0-6' Deep	300.00	Linear Feet	\$87.44	\$26,232.00
015000	Punch Out Storm Drain	300.00	Linear Feet	\$2.11	\$633.00
015000	TV Storm Drain	300.00	Linear Feet	\$4.41	\$1,323.00
020000 (Subsoil Stabilization)					\$46,974.84
020000	Subsoil Stabilization Trail / Shoulder	3,746.00	Square Yard	\$12.54	\$46,974.84
021000 (Base)					\$89,267.18
021000	8" Limerock Trail/ Shoulder	3,746.00	Square Yard	\$23.83	\$89,267.18

[Pay Item & Proposal Register]

[Burnham Construction]
 [Wildlight N-S Trails CO 3 Update - REV 001]

Division Code	Description	Pay Quantity	UOM	Unit Price (current)	Total Price (current)
022000 (Asphalt Paving)					\$64,111.08
022000	1 1/2" Asphalt Pavement 12' Trail	3,292.00	Square Yard	\$18.61	\$61,264.12
022000	Prime Limerock	3,746.00	Square Yard	\$0.76	\$2,846.96
025000 (Grassing)					\$58,449.50
025000	Site Sod	3,435.00	Square Yard	\$4.78	\$16,419.30
025000	Strip Sod back of Trail	710.00	Square Yard	\$4.78	\$3,393.80
025000	Site Seed and Mulch	18,243.00	Square Yard	\$0.88	\$16,053.84
025000	Wildflower Seed	12,012.00	Square Yard	\$1.88	\$22,582.56
					\$422,835.86

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

**Exhibit "P"
CHANGE ORDER**

CONTRACTOR NAME: Burnham Construction, Inc.
 CONTRACT NUMBER: PO000000229
 CHANGE ORDER NO.: 3
 DATE: 3/8/2023

The Owner hereby gives the Contractor a Change Order for, and the Contractor agrees to provide and perform, the materials and Work described below:

SEE ATTACHED SCHEDULE A FOR DESCRIPTION OF WORK

Original Guaranteed Maximum Price		<u>\$719,988.53</u>
Net Price Adjustments for Previous Change Orders - No. <u>0</u> through <u>2</u>		<u>\$1,060,674.13</u>
Adjusted Guaranteed Maximum Price through Change Order No. <u>2</u>		<u>\$1,780,662.66</u>
Net Price Adjustments for Changer Order No. <u>3</u>		<u>\$145,859.65</u>
Adjusted Guaranteed Maximum Price		<u>\$1,926,522.31</u>
Original Contract Time (expiration date)		<u>8/31/2023</u>
Net Time Adjustments for Previous Change Orders - No. <u>0</u> through <u>2</u>		<u>0</u>
Adjusted Contract Time through Change Order No. <u>2</u>		<u>8/31/2023</u>
Net Time Adjustment for this Change Order No. <u>3</u>		<u>0</u>
Adjusted Contract Time		<u>8/31/2023</u>

Any funds payable to the Contractor hereunder and hereby declared to constitute trust funds in the hands of the Contractor to be first applied to the payment of Subcontractors, laborers and materialmen, and other cost of construction pursuant to law.

The total amount of their Change Order includes all applicable taxes, insurance, bond, delivery, supervision, overhead, profit, labor, labor impact, materials, changes, delays, acceleration, cumulative impact, and inefficiency, or any claims therefore, and the Contractor hereby waives any and all claims for such items associates with or related to the Work covered by this Change Order to the extent not set forth herein.

This Changer Order represents the entire and integrated agreement between the parties with respect to the Changes set forth herein. This Change Order supersedes all prior negotiations, agreements, understandings, and qualifications, for their change in scope; but this Change Order and the Work contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Contract Documents including, without limitation, those concerning payment.

OWNER:

Thomas Jinks
THOMAS JINKS, Sr. (JA 003.27.23)
 Authorized Signature
 Print Name: Thomas Jinks
 Title: Sr. Manager, Real Estate Development

CONTRACTOR:

Justin Dixon
JUSTIN DIXON, Sr. (JA 003.27.23)
 Authorized Signature
 Print Name: Justin Dixon
 Title: Project Manager

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

SCHEDULE (A)

CHANGE ORDER

DESCRIPTION OF WORK

CONTRACTOR NAME: Burnham Construction, Inc.
 CONTRACT NUMBER: PO000000229
 CHANGE ORDER NO.: 3
 DATE: 3/8/2023

<u>Item</u>	<u>Description</u>	<u>Value</u>
Founders Park Trail (CC059)	Install Gravel and Concrete Trail	
01.01.10.00.PUR	General Conditions	\$3,126.92
01.00.53.00.PUR	As Builts	\$975.25
01.01.57.13.PUR	Erosion Control	\$6,013.35
01.02.21.13.PUR	Survey	\$1,300.33
01.02.41.00.PUR	Demolition	\$2,250.40
01.31.00.00.PUR	Earthwork	\$50,646.10
01.31.22.20.PUR	Import Fill	\$15,405.00
01.32.36.02.PUR	Trails	\$58,092.30
01.32.92.00.PUE	Grassing	\$8,050.00
	Total	\$145,859.65

EXHIBIT 'C'
LIST OF PLANS & SPECIFICATIONS

DOCUMENT	DATE	REV.	VENDOR
Wildlight PDP #3 Parcel 4B & 8A Common Areas Engineering Plans	11/16/2022	2	England-Thims & Miller, Inc.
Wildlight PDP #3 North/South Trail Engineering Plans	12/1/2022	0	England-Thims & Miller, Inc.
Geotechnical Engineering Report - Wildlight Pod 4	4/15/2020	0	ECS Florida, LLC
Sloped Trail Connection Site Plan Exhibit	2/1/2023	0	England-Thims & Miller, Inc.

[Pay Item & Proposal Register]

[Burnham Construction]
 [Founders Park Trail Connection REV 001]

Division Code	Description	Pay Quantity	UOM	Unit Price (current)	Total Price (current)
001000 (General Conditions)					\$1,950.50
001000	General Conditions	1.00	Lump Sum	\$1,950.50	\$1,950.50
003000 (Surveying)					\$1,300.33
003000	Surveying	1.00	Lump Sum	\$1,300.33	\$1,300.33
004000 (As Builts)					\$975.25
004000	As Builts	1.00	Lump Sum	\$975.25	\$975.25
005000 (Erosion Control)					\$6,013.35
005000	Silt Fence Type III	300.00	Linear Feet	\$4.47	\$1,341.00
005000	Tree Protection	300.00	Linear Feet	\$9.41	\$2,823.00
005000	River Rock	15.00	TN	\$123.29	\$1,849.35
007000 (Construction Materials Testing)					\$1,176.42
007000	Construction Materials Testing	1.00	Lump Sum	\$1,176.42	\$1,176.42
009000 (Demolition)					\$2,250.40
009000	Demo Existing Asphalt	145.00	Square Yard	\$15.52	\$2,250.40
011000 (Pond Excavation)					\$1,258.47
011000	Dewater for Trail	1,593.00	Cubic Yard	\$0.79	\$1,258.47
012000 (Earthwork)					\$60,636.58
012000	Site Cut	428.00	Cubic Yard	\$3.56	\$1,523.68
012000	Place & Compact Fill	1,500.00	Cubic Yard	\$26.90	\$40,350.00
012000	Purchase Import Fill Material	1,500.00	Cubic Yard	\$10.27	\$15,405.00
012000	Final Dressout	2,870.00	Square Yard	\$1.17	\$3,357.90
020000 (Subsoil Stabilization)					\$4,156.05
020000	Subgrade for Gravel / Concrete Trails	1,345.00	Square Yard	\$3.09	\$4,156.05
021000 (Base)					\$43,176.00

[Pay Item & Proposal Register]

[Burnham Construction]
 [Founders Park Trail Connection REV 001]

Division Code	Description	Pay Quantity	UOM	Unit Price (current)	Total Price (current)
021000	Gravel Trail w/ Filter Fabric	1,200.00	Square Yard	\$17.91	\$21,492.00
021000	4" Crushcrete Base for Gravel Trail	1,200.00	Square Yard	\$18.07	\$21,684.00
023000 (Striping & Signs)					\$588.25
023000	Bollards	1.00	Each	\$588.25	\$588.25
024000 (Concrete)					\$14,328.05
024000	Remove & Replace Curb	1.00	LS	\$1,974.01	\$1,974.01
024000	10' Sidewalk	1,306.00	Square Feet	\$7.64	\$9,977.84
024000	A.D.A. Mats	20.00	Square Feet	\$44.71	\$894.20
024000	Concrete Trail Access Apron	120.00	Square Feet	\$12.35	\$1,482.00
025000 (Grassing)					\$8,050.00
025000	Site Sod	1,500.00	Square Yard	\$4.78	\$7,170.00
025000	Site Seed and Mulch	1,000.00	Square Yard	\$0.88	\$880.00
					\$145,859.65

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

**Exhibit "P"
CHANGE ORDER**

CONTRACTOR NAME: Burnham Construction, Inc.
 CONTRACT NUMBER: PO000000229
 CHANGE ORDER NO.: 4
 DATE: 6/8/2023

The Owner hereby gives the Contractor a Change Order for, and the Contractor agrees to provide and perform, the materials and Work described below:

SEE ATTACHED SCHEDULE A FOR DESCRIPTION OF WORK

Original Guaranteed Maximum Price		<u>\$719,988.53</u>
Net Price Adjustments for Previous Change Orders - No. <u>0</u> through <u>3</u>		<u>\$1,206,533.78</u>
Adjusted Guaranteed Maximum Price through Change Order No. <u>3</u>		<u>\$1,926,522.31</u>
Net Price Adjustments for Changer Order No. <u>4</u>		<u>\$29,964.00</u>
Adjusted Guaranteed Maximum Price		<u>\$1,956,486.31</u>
Original Contract Time (expiration date)		<u>8/31/2023</u>
Net Time Adjustments for Previous Change Orders - No. <u>0</u> through <u>3</u>		<u>0</u>
Adjusted Contract Time through Change Order No. <u>3</u>		<u>8/31/2023</u>
Net Time Adjustment for this Change Order No. <u>4</u>		<u>0</u>
Adjusted Contract Time		<u>8/31/2023</u>

Any funds payable to the Contractor hereunder and hereby declared to constitute trust funds in the hands of the Contractor to be first applied to the payment of Subcontractors, laborers and materialmen, and other cost of construction pursuant to law.

The total amount of their Change Order includes all applicable taxes, insurance, bond, delivery, supervision, overhead, profit, labor, labor impact, materials, changes, delays, acceleration, cumulative impact, and inefficiency, or any claims therefore, and the Contractor hereby waives any and all claims for such items associates with or related to the Work covered by this Change Order to the extent not set forth herein.

This Changer Order represents the entire and integrated agreement between the parties with respect to the Changes set forth herein. This Change Order supersedes all prior negotiations, agreements, understandings, and qualifications, for their change in scope; but this Change Order and the Work contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Contract Documents including, without limitation, those concerning payment.

OWNER:

Thomas Jinks
THOMAS JINKS REAL ESTATE, INC.
 Authorized Signature
 Print Name: Thomas Jinks
 Title: Sr Mgr Real Estate Dev

CONTRACTOR:

Justin Dixon
BURNHAM CONSTRUCTION, INC.
 Authorized Signature
 Print Name: Justin Dixon
 Title: Project Manager

**CONSTRUCTION AGREEMENT
COST PLUS with GUARANTEED MAXIMUM PRICE**

SCHEDULE (A)

CHANGE ORDER

DESCRIPTION OF WORK

CONTRACTOR NAME: Burnham Construction, Inc.
 CONTRACT NUMBER: PO000000229
 CHANGE ORDER NO.: 4
 DATE: 6/8/2023

<u>Item</u>	<u>Description</u>	<u>Value</u>
Founders Park Trail (CC059)		
01.32.36.02.PUR	Substitute decomposed granite	\$8,494.00
01.32.36.02.PUR	Add steel edging	\$21,470.00
	Total	\$29,964.00

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN INFRASTRUCTURE
IMPROVEMENTS AND THE RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT
TERMS FOR THE CONSTRUCTION OF SAME**

[SR 200 AND FOUNDERS PARK TRAIL BOARDWALKS, WHISTLING DUCK POND DOCK]

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the 1 day of March, 2024, by **Dockworks of North East Florida LLC**, a Florida limited liability company, having offices located at 417 Stowe Avenue, Suite B, Orange Park, Florida 32073 (“**Contractor**”), in favor of the **East Nassau Stewardship District** (“**District**”), which is a local unit of special-purpose government situated in Nassau County, Florida, and having offices located c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 1. DESCRIPTION OF CONTRACTOR’S SERVICES. Contractor has provided construction services as general contractor in connection with the construction of certain infrastructure improvements (the “**Improvements**”), identified in **Exhibit A**, for Wildlight LLC, a Delaware limited liability company, a developer of lands within the District (the “**Developer**”). A copy of the contract for the construction of said Improvements is attached as **Exhibit B** (“**Construction Contract**”).

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements, constructed by Contractor in connection with the Construction Contract attached as **Exhibit A**, from Developer, and thereby securing the unrestricted right to rely upon the terms of the Construction Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Construction Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements identified in **Exhibits A and B** because of any act or omission of, whether caused in whole or in part by, Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

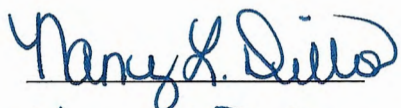
SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall

constitute a final waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in **Exhibit B**.

SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST

**DOCKWORKS OF NORTH EAST
FLORIDA LLC**, a Florida limited liability
company



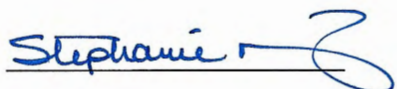
Nancy L. Dillon

[print name]



By: Robert D. Mathews

Its: C.O.O.



Stephanie Merring

[print name]

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS (HIGHLIGHTED PORTION) & ACQUISITION COST

Founders Park trail and boardwalk and SR 200 trail and boardwalk, and Whistling Duck pond dock improvements constructed pursuant to that Services Agreement (Contract No. CN-22-00142) dated October 20, 2022 (for Founders Park Boardwalk), Services Agreement (Contract No. CB-22-00018) dated August 15, 2022 (for SR 200 Trail), Services Agreement (Contract No. CB-22-00019) dated August 15, 2022 each by and between Wildlight LLC and Dockworks of Northeast Florida LLC, as more particularly described below:

Improvement	Total Contract Cost	District Eligible Amount	Acquisition Cost¹
Founders Park Trail and Boardwalk, and SR 200 Trail and Boardwalk improvements	\$870,803.00	\$870,803.00	\$870,803.00
Whistling Duck Pond Dock	\$163,500.00	\$105,700.00	\$0
TOTAL COSTS	\$1,034,303.00	\$976,503.00	\$870,803.00

¹ Acquisition Cost includes costs associated with mobility trails which are eligible for mobility fee credit to be issued by the County (“Mobility Fee Creditable Improvement”). Payment for such Mobility Fee Creditable Improvement, if any, may further be governed by an agreement between the Developer and the District, which may reduce the estimated eligible Acquisition Cost. Further, while the above referenced “Whistling Duck Pond Dock” were installed by Dockworks of Northeast Florida LLC per the above-referenced agreements, they are being acquired by the District by donation from the Developer pursuant to a separate acquisition packet, thus are excluded from the total anticipated Acquisition Cost.

TRAIL IMPROVEMENTS: All multi-use trail system infrastructure improvements, including concrete, aggregate and boardwalk hardscape features, plants, trees, timber, shrubbery, and other landscaping and related facilities constructed in and for the development of Wildlight Phase 1c-1, Phase 1c-West, Phase 1c-2, PDP 3 / Pod 4 North and PDP 3 / Pod 5, all located on portions of the real property described in the following legal description:

SR 200 BOARDWALK AND TRAIL LOCATION:

LSS-828

Conservation Easement C (109.56 Ac.)

SITE 1

A parcel of land, 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 Mill Grant, Section 50, Township 2 North, Range 27 East, all in Nassau County, Florida and being a portion of East Nassau - Wildlight PDP 3 / Pod 4 North as recorded in Official Record Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida, and being more particularly described as follows:

Begin at the Southwest corner of East Nassau - Wildlight PDP 3 / Pod 4 North as recorded in Official Record Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida said point also being on the Northerly Right of Way line of State Road No. 200 (A1A) (184 foot Right of Way); thence on the Westerly line of said East Nassau - Wildlight PDP 3 / Pod 4 North for the next 63 courses: N 14°34'24" W, a distance of 26.17 feet; thence N 37°44'05" W, a distance of 19.94 feet; thence N 19°00'35" W, a distance of 20.68 feet; thence N 27°51'55" E, a distance of 22.98 feet; thence N 05°35'01" E, a distance of 51.13 feet; thence N 50°18'54" W, a distance of 61.48 feet; thence S 83°17'51" W, a distance of 9.53 feet; thence N 69°59'54" W, a distance of 8.68 feet; thence N 45°00'00" W, a distance of 12.94 feet; thence N 15°00'01" W, a distance of 12.94 feet; thence N 08°14'40" E, a distance of 24.44 feet; thence N 65°02'15" W, a distance of 33.83 feet; thence N 81°48'40" W, a distance of 40.47 feet; thence N 49°28'48" W, a distance of 17.14 feet; thence N 03°50'14" W, a distance of 25.32 feet; thence N 03°50'14" W, a distance of 97.07 feet; thence N 81°07'49" W, a distance of 651.34 feet; thence S 72°16'09" W, a distance of 92.45 feet to a point on a curve, concave Northeast, having a radius of 456.56 feet and a central angle of 64°10'20"; thence on the arc of said curve, a distance of 510.22 feet said arc being subtended by a chord which bears N 14°31'57" W, a distance of 483.97 feet to the curves end; thence N 17°33'13" E, a distance of 148.53 feet; thence S 64°55'33" E, a distance of 91.90 feet; thence S 74°15'37" E, a distance of 64.22 feet; thence N 78°51'30" E, a distance of 44.31 feet; thence S 13°46'00" E, a distance of 9.16 feet; thence N 76°14'00" E, a distance of 20.18 feet; thence N 90°00'00" E, a distance of 58.41 feet to a point on a curve, concave Northeast, having a radius of 282.00 feet and a central angle of 14°35'17"; thence on the arc of said curve, a distance of 71.80 feet said arc being subtended by a chord which bears S 63°05'05" E, a distance of 71.61 feet to a point of compound curvature of a curve having a radius of 207.00 feet and a central angle of 114°29'51"; thence on the arc of said curve, a distance of 413.60 feet said arc being subtended by a chord which bears N 52°22'21" E, a distance of 348.19 feet to the curves

and; thence N 04°52'34" W, a distance of 176.80 feet to the beginning of a curve, concave Southwest, having a radius of 232.00 feet and a central angle of 67°34'13"; thence on the arc of said curve, a distance of 273.60 feet said arc being subtended by a chord which bears N 36°39'41" W, a distance of 258.02 feet to the curves end; thence N 72°26'47" W, a distance of 117.42 feet; thence N 17°33'13" E, a distance of 57.96 feet; thence N 00°00'00" E, a distance of 44.09 feet; thence N 72°30'30" W, a distance of 23.52 feet; thence N 01°32'33" W, a distance of 56.38 feet; thence N 68°29'37" W, a distance of 78.54 feet; thence N 24°23'46" E, a distance of 115.28 feet; thence N 20°24'00" E, a distance of 158.48 feet; thence S 72°26'47" E, a distance of 10.00 feet; thence N 17°33'13" E, a distance of 35.00 feet; thence N 72°26'47" W, a distance of 10.00 feet; thence N 12°48'00" E, a distance of 208.82 feet; thence N 79°41'55" E, a distance of 72.83 feet; thence N 27°39'50" E, a distance of 141.02 feet; thence N 87°53'58" E, a distance of 92.75 feet; thence S 76°08'16" E, a distance of 42.28 feet; thence N 48°30'00" E, a distance of 103.12 feet; thence N 32°52'00" E, a distance of 139.06 feet; thence N 21°11'55" E, a distance of 181.26 feet; thence S 71°22'04" E, a distance of 146.28 feet; thence S 87°22'44" E, a distance of 111.52 feet; thence N 79°52'34" E, a distance of 135.74 feet; thence N 46°14'01" E, a distance of 54.25 feet; thence N 24°41'00" E, a distance of 123.84 feet to the beginning of a curve, concave Northwest, having a radius of 1746.50 feet and a central angle of 6°35'32"; thence on the arc of said curve, a distance of 200.94 feet said arc being subtended by a chord which bears N 21°23'14" E, a distance of 200.83 feet to the curves end; thence N 21°04'05" W, a distance of 9.13 feet; thence N 36°45'46" W, a distance of 75.31 feet; thence N 15°34'40" W, a distance of 60.13 feet; thence N 01°34'30" W, a distance of 154.10 feet; thence N 36°37'12" W, a distance of 37.06 feet; thence N 03°59'54" E, a distance of 228.24 feet; thence N 62°32'01" E, a distance of 79.11 feet; thence N 83°27'07" E, a distance of 115.17 feet; thence S 31°50'36" E, a distance of 1194.22 feet to a point on the Northerly line and on the Westerly line and on the Southerly line of Recreation and/or Community Amenity Tract 3 of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North for the next 17 courses; S 72°22'52" W, a distance of 158.70 feet; thence S 80°30'25" W, a distance of 156.47 feet; thence N 85°00'47" W, a distance of 135.08 feet; thence S 75°26'08" W, a distance of 171.53 feet; thence S 64°17'24" W, a distance of 75.73 feet; thence S 29°48'51" W, a distance of 52.78 feet; thence S 17°04'43" E, a distance of 124.68 feet; thence S 88°37'51" E, a distance of 191.75 feet; thence N 80°45'52" E, a distance of 124.63 feet; thence S 89°17'34" E, a distance of 121.16 feet; thence S 79°09'00" E, a distance of 121.39 feet; thence S 45°00'00" E, a distance of 141.09 feet; thence S 81°01'56" E, a distance of 64.74 feet; thence S 86°38'19" E, a distance of 77.37 feet; thence S 74°29'42" E, a distance of 110.51 feet; thence S 43°13'36" E, a distance of 48.97 feet; thence S 08°13'18" E, a distance of 117.06 feet to a point on the Northerly line of Parcel 4B-2 of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North; thence departing said Southerly line and on said Northerly line and on the Westerly line and Southerly line of said Parcel 4B-2, for the next 32 courses; S 47°57'16" W, a distance of 41.96 feet; thence S 20°44'32" W, a distance of 87.89 feet; thence S 48°58'08" W, a distance of 238.11 feet; thence S 88°40'49" W, a distance of 91.02 feet; thence N 39°42'27" W, a distance of 63.05 feet; thence N 05°56'33" W, a distance of 78.38 feet; thence N 18°03'37" W, a distance of 120.46 feet; thence S 88°42'48" W, a distance of 77.27 feet; thence S 23°21'17" W, a distance of 86.52 feet; thence S 32°13'05" W, a distance of 175.28 feet.

FOUNDERS PARK TRAIL AND BOARDWALK LOCATION:

LSS-817
2020ANE00809

Conservation Easement 4B (2.65 Ac.)

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 6085.39 feet; thence departing said North line, S 00°48'33" E, a distance of 319.64 feet to the Point of Beginning; thence S 34°31'52" E, a distance of 263.26 feet; thence S 63°13'56" W, a distance of 52.47 feet; thence S 05°38'48" W, a distance of 45.91 feet; thence S 24°24'42" E, a distance of 58.63 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 89°50'48"; thence on the arc of said curve, a distance of 39.20 feet said arc being subtended by a chord which bears S 20°30'42" W, a distance of 35.31 feet to the curves end; thence S 65°26'05" W, a distance of 78.11 feet; thence S 80°13'16" W, a distance of 12.76 feet; thence N 84°59'33" W, a distance of 56.38 feet; thence N 78°19'32" W, a distance of 47.90 feet; thence S 57°11'25" W, a distance of 73.12 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and central angle of 90°53'40"; thence on the arc of said curve, a distance of 39.66 feet said arc being subtended by a chord which bears N 77°21'46" W, a distance of 35.63 feet to the curves end; thence N 31°54'56" W, a distance of 56.10 feet; thence S 86°29'39" W, a distance of 76.51 feet; thence S 45°13'31" W, a distance of 18.72 feet; thence N 44°48'29" W, a distance of 3.41 feet to the beginning of a curve, concave Southeast, having a radius of 1065.00 feet and central angle of 24°48'33"; thence on the arc of said curve, a distance of 461.14 feet said arc being subtended by a chord which bears N 31°06'22" E, a distance of 457.55 feet to the beginning of a curve, concave Northerly, having a radius of 180.00 feet and central angle of 18°42'44"; thence on the arc of said curve, a distance of 58.79 feet said arc being subtended by a chord which bears N 89°26'58" E, a distance of 58.53 feet to the Point of Beginning.

TOGETHER WITH:

Whistling Duck Pond docks and associated improvements constructed pursuant to that Services Agreement (Contract No. CB-22-00019) dated August 15, 2022 (for Cointoss & Whistling Duck Docks), by and between Wildlight LLC and Dockworks of Northeast Florida LLC, as summarized below:

RECREATION IMPROVEMENTS: recreational and/or community amenity improvements including fishing dock, located on stormwater facility known as Whistling Duck Pond, all in and for the development East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

RECREATION AND/OR COMMUNITY AMENITY TRACT 2 (AKA WHISTLING DUCK POND), CONTAINING 15.53 ACRES, MORE OR LESS, AS SHOWN ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA.

EXHIBIT B

Contract No. CN-22-00142

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT § 15-48-10, ET. SEQ, CODE OF LAWS OF SC, 1976 AS AMENDED.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") made and entered into October 20, 2022, ("Effective Date") is by and between Wildlight LLC, a Delaware limited liability company, representing and acting on behalf of its affiliates and/or subsidiaries, with a business address at 1 Rayonier Way, Wildlight, FL 32097, hereinafter called "Purchaser", and Dockworks of Northeast Florida, LLC, a Florida limited liability company, authorized to do business in the state in which services are being performed hereunder, whose business address is 417 Stowe Avenue, Orange Park, FL 32073, hereinafter called "Contractor".

In consideration of Contractor's performance of the services described in this Agreement and all of the agreements hereinafter set forth, Purchaser and Contractor agree as follows:

- 1.0 **SCOPE OF WORK** Contractor shall perform the services described in Appendix A attached hereto and incorporated herein, and shall furnish at its sole expense all labor, supervision, materials, supplies and equipment necessary to complete the services in a timely and workmanlike manner, in accordance with the terms of this Agreement and the specifications set forth in Appendix A ("Work").
- 2.0 **RIGHT TO ENTER AND PERFORM THE WORK FOR COMPENSATION** Purchaser grants Contractor the right to enter certain real property described and/or depicted in maps attached as Appendix B, hereinafter called "Land" or "Lands".
- 3.0 **AGREEMENT PRICE** Contractor agrees to fully perform to completion, according to the terms, conditions, and specifications of this Agreement, all Work required hereunder.
 - 3.1 **Fee.** Purchaser shall pay Contractor for the Work performed under this Agreement based on:

The construction and installation of Wildlight PDP #3 Timber Boardwalk as further detailed in attached Appendix A-1 at Parcels 4B & 8A Common Areas as further detailed in the attached maps labeled as Appendix A-2.

During the Term of this Agreement, Contractor may be requested to use various equipment belonging to Purchaser, including, but not limited to forklifts, truck, hoses, and pumps, as needed, at the hourly rate set forth above.
 - 3.2 **Expenses.** Purchaser will not pay expenses incurred in the performance of Contractor's Work hereunder.
 - 3.3 **Expenditure Limit.** The total cost for all Work performed under this Agreement (including expenses, if applicable) shall not exceed \$207,341.00 and Purchaser shall not be obligated to pay Contractor any amount in excess thereof without advance written approval from Purchaser.
- 4.0 **TERM** The term of this Agreement shall be for the period commencing on the Effective Date and ending on October 31, 2023 (the "Term"), unless earlier terminated as set forth in this Agreement.
- 5.0 **TIME IS OF THE ESSENCE** Time is of the essence in the performance of this Agreement. Contractor agrees to diligently and continuously carry on its operations until all Work has been completed satisfactorily and accepted by Purchaser. Contractor's Work progress will be periodically reviewed by Purchaser.
- 6.0 **PAYMENTS** Subject to the fulfillment of all terms herein, Contractor shall invoice Purchaser for all Work performed hereunder. Payment for conforming Work will be made within thirty (30) days of Purchaser's receipt of a correct invoice. At reasonable times and upon reasonable notice, Purchaser shall have the right, at its expense, to inspect Contractor's books, contracts, and records which are relevant to Purchaser's payments under this Agreement.

Rev. 08/14/2020

7.0 **RIGHT OF ENTRY** Purchaser grants to Contractor the right to enter upon the Lands at any and all times during the Term with tools, wagons, carts, trucks, personnel and equipment necessary for the fulfillment of this Agreement, together with the right to use all of the roads on the Lands, and any other lands of Purchaser or lands of others over which Purchaser has the right to grant Contractor access to the Lands near or adjacent to the Lands, to the extent that such use is necessary for the performance of the Work. **Contractor acknowledges that others have been given permission to enter the Lands including hunting club members who may be upon the Lands with weapons to hunt and timber vendees who may be upon the Lands to harvest timber and other forest products with men and machinery.** Purchaser further grants to Contractor the right to erect temporary structures upon the Lands. Contractor shall have and is hereby granted the right (in accordance with Article 493 of the Louisiana Civil Code and the applicable laws of other states) at any time during the term hereof and for ninety (90) days thereafter, to remove any and all machinery, equipment and other property of Contractor, whether or not so fixed to the Lands as to be regarded in law as a part of the Lands, provided that the Lands and other property are not damaged as a result of such removal, and if so damaged, they shall be repaired and restored to their original state by Contractor at its expense. Trucks, tractors, and other equipment shall be parked to the side of the roads to allow access to through traffic at all times. In the event Contractor does not remove its equipment within the time specified, Purchaser shall have the right to treat the equipment remaining on its Lands as abandoned property, remove it from the Lands, and sell the equipment on commercially reasonable terms. The proceeds of any sale of the equipment shall be applied first to the cost of removal and sale of the equipment and any balance remaining paid to Contractor.

Purchaser expressly reserves all other rights relating to use of the Land, subject only to the grant of use set forth above.

8.0 **INDEPENDENT CONTRACTOR** Contractor is acting in the capacity of an independent contractor. The relationship of the parties under this Agreement will not constitute a partnership or joint venture. Nothing herein shall be construed to create the relationship of employer and employee or principal and agent. Contractor will have no right, power or authority to act for Purchaser or to represent or bind Purchaser as to any matters. Contractor will not attempt to enter into any agreements, commitments, or incur any debt or liability of any nature in the name of or on behalf of Purchaser. Contractor has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all Work under this Agreement, its employees, and permitted subcontractors. Contractor shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of itself, its employees, subcontractors and representatives. Contractor shall report to Purchaser's company representative(s) ("Company Representative(s)"). During the term of this Agreement the Company Representative shall be notified prior to entry or commencement of any Work conducted on the Lands. Purchaser reserves the right to have the Company Representative or other employees present in or around the approximate area where Contractor is operating for the purpose of auditing this Agreement and performing non-Agreement activities. The presence of such Company Representative(s) or Purchaser employees, in and of itself, shall not be deemed to be direction, supervision nor acceptance of Work performed or being performed by Contractor. Purchaser's Company Representative will assure compliance with this Agreement solely through verbal and/or written communications to either Contractor or Contractor's designated representative.

9.0 **PROTECTION OF PROPERTY, PEOPLE AND PURCHASER** Throughout the performance of the Work hereunder, Contractor shall:

- A) take extreme precautions against the possibility of fire, contamination, or tainting of the Land and property adjacent thereto resulting from the Work and exercise reasonable care to avoid breakage and damage to the timber or other physical assets thereon and adjacent thereto;
 - a) at all times maintain necessary and adequate protection for the safety of its agents, employees, contractors, and subcontractors, and as to the Work, all other persons present at or close to the Work site, and conduct its operations in a careful and workmanlike manner;
 - b) maintain on-site supervision of the Work to ensure performance hereunder, and to ensure the safety of all workers performing the Work;
 - c) be accessible at the address set forth in this Agreement to receive notice of violations of regulations or laws, or default of contractual terms and take immediate corrective measures;
 - d) be responsible for any damage or injury, including death, attributable in whole or in part to violations of law, applicable statutes and government regulations by Contractor; or act(s) of negligence or any other acts or omissions of Contractor, its agents, employees, contractors or subcontractors in performing the Work;

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- e) immediately repair any fence, cable, gate or improvement which is damaged during Contractor's operations;
- f) require its agents, employees, contractors and subcontractors to wear highly visible hard hats and clothing, which at a minimum complies with applicable state hunting regulations for hunters, or those accompanying hunters, when outside of vehicles and, for Work performed in the State of Washington, use citizen band radios and headlights on access roads at all times;
- g) leave all road surfaces, ditches and culverts free and clear of slides, slash, and other debris created by the Work;
- h) not remove any logs or timber or otherwise cut firewood for personal use, whether merchantable or not, unless Contractor receives prior written approval from Purchaser. Any unauthorized removal shall be deemed a default under this Agreement and subject to immediate termination at Purchaser's discretion; and
- i) execute any agreements with, and/or pay any deposits to, Purchaser relating to keys to gates, or other access or security measures on the Lands.

10.0 **FIRE SUPPRESSION AND PROTECTION** Contractor shall conduct its operations in a manner to prevent fire on the Lands, including but not limited to, no camp fires. Contractor shall comply with all federal, state and local laws and regulations pertaining to fire protection and suppression.

For Work performed in the State of Oregon, Contractor shall comply with the terms of the Oregon Forest Practices Act (including all rules, regulations, and orders issued under its authority) ("OFPA") and the terms of Oregon Revised Statutes ("ORS") Chapter 477, including all rules and regulations rendered in connection with and under the authority of such laws.

For Work performed in the State of Washington, including, but not limited to, logging, land clearing, or other land-based Work that involves any heavy machinery or combustion engines, Contractor shall:

10.1 At all times from April 1 to October 15, and other times upon request of Purchaser, furnish and maintain on each operation:

- A) For each passenger vehicle used for industrial or commercial operations:
 - i. A filled and operable fire extinguisher of at least a 5BC rating; and
 - ii. An approved exhaust system.
- B) For each portable power saw:
 - i. A chemical fire extinguisher of at least eight ounce capacity, fully charged and in good working order. The fire extinguisher shall be kept in the immediate possession of the operator;
 - ii. An approved exhaust system;
 - iii. A shovel, which shall be kept within two minutes round-trip of the operator; and
 - iv. A firewatch.
- C) An instrument measuring the relative humidity of the air within two per cent accuracy.
- D) A tank truck of at least 500 gallon capacity, full of water, with a suitable pump of at least 50 g.p.m. capacity at 150 P.S.I. and sufficient 1-1/2 inch hose (at least 500 feet) fittings and nozzles, to reach all parts of the setting.

10.2 Suspend all operations (except fire prevention suppression and control) whenever the relative humidity is 30 percent or lower, or when Purchaser determines suspension is necessary because of excessive amounts of flammable debris, low humidity, low fuel moisture content, high wind or temperature, combinations of such conditions, or other fire risks. Suspended operations shall not resume until authorized by Purchaser.

11.0 **INDEMNIFICATION** Contractor agrees to defend, indemnify and hold harmless Purchaser, its affiliated or related companies, and their officers, agents, and employees from and against any and all costs, losses, damages, expenses (including reasonable attorneys' fees, governmental penalties or fines imposed on Purchaser or its affiliated or related companies and their officers, agents, and employees as a result of Contractor's actions or inactions) or liability, of every character whatsoever,

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including but not limited to, any real or personal property damage or personal injury or death, arising out of or relating to (a) the negligent, willful or unauthorized acts of Contractor, its subcontractors or employees, (b) Contractor's performance of the Work, or breach of this Agreement, (c) any violations of or noncompliance with any laws, regulations, ordinances or permits by Contractor, its employees or subcontractors, including but not limited to, state forestry or forest practice regulations, and (d) any fire or accident caused by Contractor or its operations. Contractor explicitly and expressly waives any limitation of liability or immunity from suit with respect to injuries to employees of Contractor which may be extended to Contractor under any applicable workers' compensation statute or similar law, including but not limited to the Oregon Workers Compensation Act (ORS Chapter 656 and all rules and regulations under its authority), if applicable, the South Carolina Workers Compensation Law, if applicable; and the Industrial Insurance Act, Title 51, RCW, where applicable, or judicial decision with regard to actions against Purchaser and agrees to assume liability for actions brought by its own employees against Purchaser. Contractor acknowledges that the foregoing waiver was mutually negotiated by the parties.

12.0 ENVIRONMENTAL CONDITIONS

12.1 Environmental Control. Contractor shall regularly remove all trash, cans, bottles, garbage, petroleum products, or materials of any kind left on the Lands relating to the Work, whether as a direct or indirect result of its operations. Under no circumstances whatsoever will any carcinogenic, controlled, toxic or hazardous substance or material ("Materials"), or a container presently or formerly holding such substance(s), be permitted to drain or percolate on or into, or be stored, dumped, buried, or otherwise contaminate, taint, or affect the Lands, or any land adjacent thereto. Contractor will have a spill kit on site that is adequately equipped to contain Materials used or stored on the Land. Oil or other contaminants removed during the servicing process must be contained, removed from the Lands immediately and disposed of properly as set forth in the Rayonier Field Guidance for Small Oil Spill Management Contract Handout (Appendix "D"). Garbage shall not accumulate on site, nor shall garbage be buried in slash or in the ground. In addition to the cost of removal, a fee of \$500.00 for petroleum products and a fee of \$250.00 for other garbage may be assessed per incident for failure to comply.

12.2 Assurances. There shall be no obligation or requirement upon Purchaser to monitor Contractor's environmental management of the Work sites upon the Land or otherwise; however, if under any form of law, ordinance, regulation or standard in effect at the inception of this Agreement, or arising during the term, Purchaser should have cause to be concerned about Contractor's existing or continued compliance with any environmental laws, codes, regulations or standards then in effect which could in any manner affect the usefulness, usability, or marketability of the Lands or property adjacent thereto, then Purchaser at its discretion may require additional assurance as Purchaser may deem appropriate to the risk, offense, or potential therefore, which may take the form of bonding, certified professional audits or opinions, insurance, indemnity, removal of all or portions of any waste deposited, construction of monitoring systems, leachate collection and treatment system(s), or such other technical, legal or financial, or mixed, forms of assurance as may reasonably relate to solving, remediating or minimizing the impact of the situation.

12.3 Threatened or Endangered Species. Contractor shall make an effort to eliminate/minimize the spread, transport to other non-infected areas and otherwise disturb any areas identified by Purchaser to contain non-native invasive species. In the event Contractor observes any species listed as threatened or endangered under the Endangered Species Act, Contractor shall promptly report such sightings to Purchaser and shall immediately suspend Work on the affected portion of the Lands. Appendix "E" (Identification Guide for select Threatened and Endangered Species) provides guidance for some select threatened and endangered species which have the potential to be present on the Lands. Purchaser shall then consult with the appropriate regulatory agencies to determine whether Work can continue and what restrictions on Work may apply.

13.0 CONFIDENTIALITY Contractor shall not disclose any information regarding the terms of this Agreement or any of Purchaser's information disclosed to Contractor ("Confidential Information") to any third party without Purchaser's prior written consent. During the Term and for a period of three (3) years thereafter, Contractor, its agents, employees, contractors and subcontractors will maintain the confidentiality of all Confidential Information. Contractor will use at least the same degree of care to safeguard and to prevent disclosing the Confidential Information to third parties as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss of alteration of its own information of a similar nature, but not less than reasonable care.

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14.0 COMPLIANCE WITH LAWS, ACTS, AND REGULATIONS

- 14.1 Forestry, Logging, Fire, and Safety Laws and Regulations. Contractor agrees to carry on its operations hereunder in strict compliance with all federal, state and local laws, regulations, rules and ordinances for the location of the Lands ("Laws"), including but not limited to, Laws relating to logging, forestry, fire prevention, hydrology, safety, environmental protection (including but not limited to the OFPA, ORS Chapter 477, and the Washington Forest Practices Act), threatened and endangered species and requirements for licensing or certification of equipment or operators. Contractor further agrees to comply with any additional fire prevention and forestry management practices and policies, and any other measures which Purchaser may reasonably specify. Any additional costs assessed against Purchaser for Contractor's violations of the Laws, including but not limited to, the OFPA, ORS Chapter 477, the Washington Forest Practices Act or Washington Hydraulic Project Approval violations, may be charged back to Contractor at Purchaser's discretion. Contractor shall immediately report to Purchaser any sightings of threatened or endangered species on the Lands. Appendix "E" (Identification Guide for select Threatened and Endangered Species) provides guidance for some select threatened and endangered species which have the potential to be present on the Lands.
- 14.2 BMP Compliance. Contractor agrees that all activities shall in all respects comply with all Best Management Practices (BMPs) for forestry and wildlife promulgated by the forestry commission or agency for the state in which the Work is located, along with any additional BMPs specified within this Agreement or subsequently adopted by Purchaser and made known to Contractor.
- 14.3 Certifications and Licenses. Contractor, its agents, employees, contractors and subcontractors shall have all necessary certifications, licenses, permits, plans, notices, and approvals required to carry out the performance of the Work, to include a *Sustainable Forestry Initiative (SFI)*SM accredited certification, when applicable, from a logging professional program, and shall provide a copy of all certifications and licenses to Purchaser upon request. Contractor shall be responsible for insuring that all licenses and certifications are valid and shall assume all costs incurred.
- 14.4 Unemployment Compensation, Social Security, and Income Tax Laws. Contractor agrees to and does accept exclusive responsibility with respect to employment of all persons in the Contractor's performance of the Work, including employment of subcontractors and/or persons employed by subcontractors, for the performance of any and all obligations imposed upon employers under any unemployment compensation, pension, social security, income tax or other similar and applicable federal or state laws, and Contractor agrees to comply fully with and to make all returns required by any and all such laws, and agrees to defend, indemnify and hold harmless Purchaser and its affiliated or related companies against any cost, loss, liability or obligation which those indemnitees may sustain or incur by reason of the failure of Contractor, or any subcontractor employed by Contractor to perform any of the undertakings stated in this paragraph. Contractor agrees to qualify immediately, and will require all of its subcontractors to qualify, and remain qualified for the term of this Agreement as an employer or employers under any and all such laws.
- 14.5 Worker's Compensation Act. Contractor shall abide by and comply with all provisions of the Worker's Compensation Act, medical aid and other industrial insurance laws of the state where the Lands are located, and will make all payments, contributions and other remittances and all reports, returns and statements required of employers under said laws. Contractor further unconditionally guarantees full compliance with said laws by any subcontractor or person employed by Contractor or with whom Contractor may make any contract for the performance of any of the Work hereunder. Contractor agrees to defend, indemnify and hold harmless Purchaser and its affiliated or related companies against any cost, loss, liability, obligation or lien which may arise as a consequence of or grow out of any failure by Contractor or any such subcontractor or any other person to comply fully with said laws. Contractor agrees to qualify immediately, and will require its subcontractors to qualify, and to remain qualified for the term of this Agreement as an employer or employers under all such laws. Contractor shall deliver to Purchaser, before any Work is begun, satisfactory evidence and certificates showing compliance by Contractor with said law(s).
- 14.6 Wages and Hours Act. Contractor agrees to comply with and abide by the Fair Labor Standards Act of 1938, as amended, and any similar Federal or State laws now in force or which may hereafter become effective or be enacted, and agrees to indemnify, defend and save and hold Purchaser and its affiliated or related companies harmless from all loss, liability, or damages by reason of the failure of Contractor or those employed by Contractor to comply with said laws.

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14.7 Migrant and Seasonal Agricultural Worker Protection Act (MSPA):

- Contractor hereby represents and warrants that no manual, ground-based laborers will be utilized in the performance of this Agreement. Contractor, however, agrees to comply with and abide by the Migrant and Seasonal Agricultural Worker Protection Act (MSPA) and any similar federal and state employment laws now in force or which may hereafter become effective or be enacted to the extent such law is applicable to the Contractor, and Contractor agrees to save and hold Purchaser harmless from all loss, liability, or damages by reason of the failure of Contractor or those employed by Contractor to comply with said law or laws.
- Contractor agrees to comply with and abide by the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), as amended, and any similar Federal or State laws now in force or which may hereafter become effective or be enacted. Contractor further agrees to defend, indemnify and save and hold Purchaser and its affiliated or related companies harmless from all loss, liability, or damages by reason of the failure of Contractor to comply with said laws including, but not limited to, any claim by Contractor's employees against Purchaser or any fine imposed on Purchaser by virtue of Contractor's failure to comply with any MSPA rule or regulation.

Contractor shall submit to Purchaser, no later than at the time of the execution of this Agreement, a copy of Contractor's CERTIFICATE of MSPA REGISTRATION which is current and authorizes the activity for which Contractor is utilized or provide Purchaser with documentation from the U.S. Department of Labor that Contractor is exempt from MSPA.

NOTE: If Contractor is to provide housing or transportation for its workers in the performance of this Agreement, Contractor's MSPA Registration Card must show Contractor is so authorized; Contractor shall likewise provide to Purchaser a copy of MSPA Registration Card(s) for each of its employees who are to perform farm labor contracting activities on behalf of Contractor including driving, if applicable. Under MSPA Contractor may not transport or provide transportation to workers unless Contractor, the driver and the vehicle are all MSPA registered.

As required by the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), Contractor agrees to:

- A) pay workers the full amount owed to them and provide each worker an itemized written statement with the following payroll information for each pay period worked:
1. worker's name;
 2. permanent address;
 3. Social Security number;
 4. basis on which wages are paid;
 5. number of piecework units earned, if paid on a piecework basis;
 6. number of hours worked;
 7. total pay period earnings;
 8. specific sums withheld and the purpose of each sum withheld;
 9. net pay;
 10. Contractor's name;
 11. Contractor's address;
 12. Contractor's identification number.
- B) maintain for three (3) years a copy of payroll information furnished to workers;
- C) provide to Purchaser at the time of invoicing, a copy of all payroll information provided to each worker for that payroll period that is being invoiced.

14.8 Occupational Safety and Health (OSHA) Standards for Agriculture: Contractor agrees to comply with OSHA equipment and field sanitation regulations (29 CFR 1928) which requires, among other things, potable drinking water, toilet and hand washing facility, during the performance of this Agreement where such Contractor employed

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eleven (11) or more employees on any given day in manual labor operations in the field during the previous twelve (12) months.

15.0 **TRESPASS** Contractor shall avoid trespass upon lands adjoining the Land. Contractor agrees to defend, indemnify and hold harmless Purchaser and its affiliated or related companies against any cost, loss, liability or damage incurred or sustained by these indemnified parties on account of or in any way connected with trespass by Contractor or Contractor's agents, employees, contractors or subcontractors.

16.0 **LIENS/PRIVILEGES** Contractor will pay or cause to be paid promptly when due all claims, debts, and charges against Contractor or subcontractors employed by Contractor which might become a lien/privilege against Purchaser lands, and will not suffer or permit any lien/privilege or encumbrance of any kind to be filed against or upon any of the Land or against or upon any other Purchaser property relating to operations hereunder, irrespective of whether the basis of such a lien/privilege is a claim against Contractor or against a subcontractor employed by Contractor. In case any such lien/privilege which is threatened or filed against such land or property or any lienable charge is not paid promptly when due, or in case Purchaser shall be charged with any item of cost, tax, contribution or other obligation to be borne by Contractor under this Agreement, a sufficient amount of money payable to or to become payable under this Agreement or upon any other account from Purchaser to Contractor may be retained by Purchaser until the same shall be settled or discharged without cost or liability to Purchaser, or said money may be supplied by Purchaser directly to the discharge thereof. Contractor also agrees that Contractor will defend, indemnify and hold harmless Purchaser and its affiliated or related companies against any and all cost, loss, liability or damage which the indemnified party may sustain or incur by reason of the negligent performance or non-performance of this Agreement by Contractor.

17.0 **PURCHASER'S RIGHT TO TERMINATE**

17.1 **Termination.** Purchaser may terminate this Agreement with or without cause by notifying Contractor in writing ten (10) days prior to the effective termination date ("Termination Date"). If such termination is because of Contractor's failure to fully perform to completion, according to the terms, conditions, and specifications of this Agreement, all Work required hereunder, Purchaser may, at its option, give written notice of the default to Contractor in which event Contractor shall have ten (10) days in which to cure the default, failing which cure this Agreement will terminate immediately upon the expiration of the cure period. The foregoing remedies shall not be deemed exclusive but shall be in addition to all other remedies at law or equity which Purchaser may have in connection with this Agreement and the breach thereof.

17.2 **Effect of Termination.** Upon notice of Termination, Purchaser shall be entitled to take immediate possession of the Lands and to remove Contractor, Contractor's agents, employees, contractors and subcontractors from the Lands. Contractor shall cease all Work and Purchaser shall compensate Contractor for conforming Work completed up to and including the Termination Date. Contractor shall remove, or cause to be removed therefrom, all of Contractor's equipment, property and personnel present thereon. In the event that Purchaser terminates this Agreement for any reason or no reason, Contractor shall have no claim against Purchaser for direct, indirect, punitive or consequential damages resulting from such termination other than payment for conforming Work completed prior to the Termination Date.

18.0 **LIMITATION OF LIABILITY** In no event shall Purchaser be liable to Contractor or those claiming by and through Contractor for indirect, special, consequential, punitive, or exemplary damages arising out of or related to this Agreement regardless of legal theory. Purchaser's liability to Contractor shall not in any event exceed the expenditure limit specified in subparagraph 3.3.

19.0 **INSURANCE** Prior to commencing work or entering Premises or facilities of Purchaser, Contractor shall secure such insurance as required in **Appendix C** issued by a carrier with an A.M. Best rating of A-, VII or better on an "Occurrence" basis. Any insurance deductible or retention will be paid by Contractor and is not a reimbursable expense under this Agreement. Contractor will provide a Certificate of Insurance evidencing the policies in effect for the duration of the Agreement with the applicable endorsements attached. Failure to provide evidence of insurance, as required by contract, shall not relieve Contractor of its obligations. The limits required in **Appendix C** may be satisfied with a combination of primary and excess (umbrella) liability insurance policies that follow form. The policy(ies) shall (a) name **Rayonier Inc., its subsidiaries and subsidiaries thereof** as an additional insured; (b) waive all rights of subrogation as listed in **Appendix C** against Purchaser; (c) provide that the policy(ies) not be cancelled or materially changed without thirty (30) days advance

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written notice to Purchaser; (d) be primary and non-contributory. Contractor shall ensure that all contractors or subcontractors entering Premises or facilities of Purchaser are in compliance with all insurance provisions of this section and **Appendix C**.

20.0 DISPUTE RESOLUTION/ARBITRATION

20.1 The parties will attempt, in good faith, to resolve any question, dispute, misunderstanding, controversy or claim arising out of or relating to this Agreement (the "Dispute") promptly by negotiation between designated executives of the respective parties with authority to agree to a resolution. Either party may invoke the provisions of this dispute resolution section by giving the other party written notice (the "Notice of Dispute"). The executives shall meet at a mutually acceptable time and place within TWENTY (20) DAYS of the date of delivery of the Notice of Dispute, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.

20.2 If the Dispute has not been resolved within THIRTY (30) DAYS of the initial meeting of the executives (which may be extended by mutual written agreement), or if either party will not participate in such procedure, then either party may by written notice (the "Arbitration Notice") require that the Dispute be resolved by binding arbitration. Any matter to be resolved by arbitration shall be resolved by a single arbitrator to be appointed for that purpose as follows:

- a) Within TEN (10) DAYS after delivery of written notice by either party to the other requesting arbitration (the "Arbitration Notice"), the parties shall agree on an arbitrator.
- b) If the parties fail to agree on an arbitrator within the time specified, the arbitrator shall be promptly appointed upon application of either party by the Arbitration Committee of the American Arbitration Association office in and for the county and state specified in subparagraph C) of this paragraph 20.2. The party making such application to the Arbitration Committee shall give the other party to this Agreement written notice of this application.
- c) The arbitrator shall proceed with due dispatch to define the problem, accept evidence, and reach a resolution. The proceedings shall be conducted in accordance with the laws of the state in which the Lands are situated, and the American Arbitration Association Commercial Arbitration Rules. The arbitration proceedings shall be held in Nassau County, Florida, or such other place as the parties may agree. The decision of the arbitrator shall be binding, final, and conclusive on the parties to this Agreement. The award shall be in writing and delivered to the parties, and shall be in such form that a petition may be filed to confirm the award in any court or public records wherein a judgment may be sought to be enforced.
- d) The expense of any arbitration shall be borne as the arbitrator may direct, in the arbitrator's judgment giving due weight in allocating expenses to the merit or lack thereof, in the claims and/or defenses presented.
- e) The arbitrator shall have no power to change any of the provisions of this Agreement in any respect (or the power to make an award of reformation), and the arbitrator is not empowered to award damages in excess of actual damage incurred. In no event shall any award include punitive, incidental or consequential damages.

20.3 The procedures specified in this section shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement; provided, however, that a party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable damage. Despite such action, the parties will continue to participate in good faith in the procedures specified in this section. All applicable statutes of limitation shall be tolled while the procedures specified in this section are pending. The parties will take such action, if any, required to effectuate such tolling.

20.4 In the event of any inconsistency between the provisions of the Agreement and the SC Uniform Arbitration Act, this Agreement shall govern and control.

21.0 CODE OF CONDUCT Contractor acknowledges that it has either received a hard copy of the Rayonier Standard of Ethics and Code of Corporate Conduct (the "Code") or accessed the Code through Purchaser's web site, <https://ir.rayonier.com/corporate-governance#codeofconduct>. By signing this Agreement, Contractor, including its employees and subcontractors, confirms that it has reviewed the Code and agrees to fully comply with all requirements of the Code. Any employee or contractor of Contractor whom Purchaser believes has violated the principles of the Code may, at

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Purchaser's discretion and request, not be allowed access to Purchaser's facilities, or otherwise Purchaser may request to have replaced.

- 22.0 **NOTICES** Any notice, request, demand, statement, approval or other communication under this Agreement shall be in writing and shall be effective when actually delivered by hand delivery, facsimile or email transmission or three (3) business days after being deposited in the United States mail, certified, return receipt requested. If directed to the other party to this Agreement, such a notice shall be addressed to the addresses (and, in the case of an email or facsimile transmission, the email addresses or facsimile numbers) set forth below, or to such other address (or email address or facsimile number) as one party may indicate by written notice to the other party:

As to Contractor:

Attn: Bob Mathews
417 Stowe Avenue
Orange Park, FL 32073
Fax: N/A
Email: bob@candhmarine.com

As to Purchaser:

Attn: Tommy Jinks
1 Rayonier Way
Wildlight, FL 32097
Fax: (904) 261-9322
Email: tommy.jinks@wildlight.com

with a copy to:

RAYONIER INC.
Attn: Law Department
1 Rayonier Way
Wildlight, FL 32097
Facsimile # 904-261-2107
Email: legalnotice@rayonier.com

In the absence of a written acknowledgment of receipt by the recipient, all notices given by email or facsimile transmission shall also be given by mail or personal delivery as provided. Either party may change the address, email address or facsimile number to which the notices are to be sent or given by written notice of such change to the other party in the manner set forth above.

23.0 **MISCELLANEOUS**

- 23.1 **Complete Agreement**. This Agreement, including all Appendices and the Code, constitutes the entire agreement between the parties with respect to the subject matter hereof. It supersedes all prior communications of every kind between the parties. In the event of inconsistencies between this Agreement and any Appendices, the terms and conditions of the Appendices shall prevail. This Agreement may not be modified except by a written amendment to this Agreement and signed by both parties. All consents required must be in writing. The headings are for convenience purposes only and shall not be used in the construction or interpretation of this Agreement.
- 23.2 **Severability**. Each clause, paragraph and provision of this Agreement is entirely independent and severable from every other clause, paragraph and provision. If any judicial authority or state or federal regulatory agency or authority determines that any portion of this Agreement is invalid or unenforceable or unlawful, such determination will affect only the specific portion determined to be invalid or unenforceable or unlawful and will not affect any other portion of this Agreement which will remain and continue in full force and effect. In all other respects, all provisions of this Agreement will be interpreted in a manner which favors their validity and enforceability and which gives effect to the substantive intent of the parties.

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- 23.3 **Subcontracting.** Notwithstanding anything to the contrary in this Agreement, all operations on the Lands shall be performed by Contractor's employees and Contractor will not contract or subcontract any operation on the Lands without Purchaser's prior written consent. In the event that Purchaser agrees to allow subcontracting, such shall not operate to relieve Contractor of any of its obligations under this Agreement, including but not limited to any obligation of indemnification. Such subcontractors shall supply the same insurance coverage as required under paragraph 19.0 hereunder, including naming Rayonier Inc. and its subsidiaries and subsidiaries thereof as additional insured entities.
- 23.4 **Assignment.** Neither this Agreement, nor any rights or obligations hereunder, shall be assigned by Contractor without the express written consent of Purchaser. Consent to one assignment shall not waive this provision, and any later assignments shall likewise be made only upon prior written consent of Purchaser. Any attempted assignment by Contractor in violation of this section shall be void and shall constitute a material default of this Agreement. ANY APPROVED ASSIGNEES SHALL BECOME LIABLE DIRECTLY TO PURCHASER FOR ALL OBLIGATIONS OF CONTRACTOR HEREUNDER, WITHOUT RELIEVING THE ORIGINAL CONTRACTOR'S LIABILITY. This Agreement shall inure to the benefit of and bind all permitted successors and assigns of the parties hereto.
- 23.5 **Review of Records.** Contractor shall maintain all books, records, receipts, or other materials to reflect accurately all costs of whatever nature claimed by Contractor to have been incurred in the performance of this Agreement. Such documentation shall be retained by Contractor for a period of three (3) years from the expiration or termination of this Agreement and shall be subject to examination, audit, and reproduction by Purchaser at any time during the term of this Agreement or the subsequent period of document retention by Contractor.
- 23.6 **Suspected Illegal Activities.** Contractor shall promptly report to Purchaser and proper authorities any observed marijuana or suspected marijuana growing on the Land, or other observed or suspected drug operations, including but not limited to methamphetamine labs.
- 23.7 **Survival.** The provisions of Paragraphs 7.0, 8.0, 9.0, 11.0, 12.0, 13.0, 14.1-14.8, 15.0, 16.0, 17.0, 18.0, 20.1-20.2, 23.1-23.5 and 23.8 shall survive any termination, expiration or completion of this Agreement.
- 23.8 **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive law of the state in which the Lands are situated without regard to its choice of law provisions.
- 23.9 **Counterparts.** This Agreement may be executed in any number of counterparts either in original copies or by facsimile, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

PURCHASER

CONTRACTOR

By: Thomas Nicks
Thomas Nicks, Sr. Manager Real Estate, LLC

By: Bob Matthews
Bob Matthews, President, LLC

Title: Sr Manager Real Estate

Title: President

Date: Oct 26, 2022

Date: Oct 26, 2022

Rev: 08/14/2020

Contract No. CN-22-00142

Appendix A
Scope of Work

1. **SCOPE AND SPECIFICATIONS.** Contractor agrees to undertake and perform Work on behalf of Purchaser for the purpose of furnishing the material and labor necessary for installing a timber boardwalk as further detailed on the attached Appendix A-I.

Contractor shall not have the right to conduct any other Work or engage in any other activities beyond the scope described in this Agreement without prior written consent of Purchaser.

Additional Specifications and/or Service Specific Legal Provisions not addressed above:

Rev. 08/14/2020

APPENDIX A-1

DOCK AND BOATHOUSE

<p>Wildlight 1 Rayonier Way Wildlight, FL</p>	<p>(904)321-1007</p>	<p style="text-align: center;"><u>Job Location</u> <i>same</i> tommy.jinks@wildlight.com</p>
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We hereby propose to furnish the material and labor necessary for installing a timber boardwalk per the following and our conversation. Walkway is per "Wildlight PDP #3 Parcels 4B & 8A Common Areas" Hardscape Plan (HS01-HS03) plans by England-Thims & Miller, Inc, dated February 2022.

Timber Boardwalk is made up of two (2) each sections. One section is approximately 10 ft wide x 200 ft long, and the second section is approximately 10 ft wide x 210 ft long.

Boardwalk is to have a 4x6 curb, on each side, with 4x6 spacers every 5 ft.

All piling are marine treated to 2.5# C.C.A., lumber is .60# C.C.A., and all decking is 0.15# C.A.C. Ramp piling are 8" butt diameter spaced no more than 10 ft O.C. The decking will be sq. edge #1 prime lumber screwed in place. There will be 2"x 8" ramp stringers no more than 2' O.C., for added strength and attachment points. The sub-stringers will be 2"x10". All hardware is to be hot dipped galvanized or equal and all cut ends are to be "cold galvanized". Decking screws are to be stainless steel designed for treated materials.

We will confine our work to as small an area as possible, however we cannot be responsible for damage to grass, drives, sprinklers, septic systems etc., however we will do our best to avoid any such damage.

All material is guaranteed to be as specified, and the above work is to be completed in accordance with the drawings and specifications submitted. Work will be completed in a substantial workmanlike manner for the sum of:

\$207,341.00

WearDeck 5/4x6 Composite Decking in place of 2x6 treated wood decking:

\$36,736.00

Permitting is not included and will be quoted as needed.

Exclusions: Survey, clearing, earthwork, sodding/seeding, lighting, landscape and irrigation.

All workmanship is covered by our one year warranty and all of the materials used are warranted by their respective manufacturer. Our goal at C & H Marine Construction is to provide you with a superior product that will provide many years of trouble free enjoyment.

Appendix B
"Land" or "Lands"

FOREST
Wildlight

BLOCK OR COMPARTMENT
as directed by Purchaser

**APPENDIX C
GENERAL 2 - INSURANCE FORM**

Contractor must have proof of insurance. Purchaser requirements are as follows:

Additional Insured:

Rayonier Inc. its subsidiaries and subsidiaries thereof
1 Rayonier Way
Wildlight, FL 32097

General Liability (Including: Aircraft Liability Insurance, if applicable, Product Liability/ Completed Operations, Contractual Liability)		
	Each Occurrence	\$ 1,000,000
	Damage to Rented Premises (Each Occurrence)	\$
	Med Exp (Any one person)	\$
	Personal & Adv Injury	\$ 1,000,000
	General Aggregate	\$ 1,000,000
	Products – Comp/Op Agg	\$ 1,000,000
Automobile Liability (Including Owned, Non-Owned and Hired Vehicles)		
	Combined Single Limit (Ea accident)	\$ 500,000
		\$1,000,000 for Washington State Department of Natural Resources, where RTRS or RFR is the buyer or permittee, the auto liability requirement as required by the State
	Bodily Injury (Per person)	\$
	Bodily Injury (Per accident)	\$
	Property Damage (Per accident)	\$
Worker's Compensation	WC Statutory Limits	Statutory
Employer's Liability (1)	Each Accident	\$ 100,000
	Disease (Ea Employee)	\$ 100,000
	Disease (Policy Limit)	\$ 100,000
Loggers Broad Form (Required for forestry) (Logging and Lumbering or Fire and Overcut)	Each Occurrence	\$ 1,000,000

Note: The foregoing minimum levels of liability insurance may be evidenced by a primary insurance policy on or by the combination of primary and umbrella (excess) liability policies.

Evidence of Compliance with Insurance Requirements

Prior to commencing Work or entering property or facilities of Purchaser, Contractor shall secure such insurance as necessary to comply with the foregoing requirements and will provide a Certificate of Insurance evidencing the policies in effect for the duration of the Agreement. Under the Professional Liability Insurance requirements, Architect's and Engineer's coverage will be endorsed to include contractual liability. The Certificate of Insurance will further evidence that **RAYONIER INC. its subsidiaries and subsidiaries thereof** has been **NAMED AS AN ADDITIONAL INSURED** under the General Liability Policy, and that Purchaser will be given thirty (30) days written notice prior to cancellation or material change to any policy evidenced. If the General Liability coverage evidenced is written on a "Claims Made" basis, the certificate will so evidence along with stating the "Retroactive Date" contained in the policy. To be acceptable the "Retroactive Date" must be prior to the commencement of any contract with Purchaser. Waiver of Subrogation language for all policies shall be in favor of "Rayonier Inc. its subsidiaries and subsidiaries thereof". Prior to commencing work, it is required that Rayonier be named as the certificate holder on the liability policies, ensure that broker/agent includes the following certificate holder language:

Rayonier Inc. its subsidiaries and subsidiaries thereof
Insurance Compliance
PO Box 100085 - R7
Duluth, GA 30096

Please email copies of certificates of insurance to: rayonier@ebix.com

IMPORTANT

No contractor or company shall commence Work or enter upon the property or facilities of Purchaser, its Division or Subsidiaries, until a Certificate of Insurance as above discussed has been received by Purchaser

(1) If covered by Washington L&I for workers' compensation, "Stop Gap" coverage must be provided to meet the employer's liability requirement

Rev. 02.03.2022

APPENDIX D
Rayonier Field Guidance for Small Oil Spill Management during Silvicultural Operations
Contract Handout

In the event of a spill, call your Rayonier Representative, or the Rayonier Environmental Manager, Forestry Practices & Compliance (904.321.5555).

For reporting, please answer the following:

- What was spilled?
- How much was spilled?
- Where was it spilled?
- Has the spill reached any water (flowing or ponded)?
- What have you done to contain the spill?

Spill Response Guidelines:

- For small spills less than 10 gallons and below the Reportable Quantity (RQ) threshold for a given state; absorbent materials in the spill kit can be used to contain and absorb as much of the material as feasible. An absorbent product [RamSorb 1™](#) can be used to absorb petroleum in soil or water. Once clean-up is complete a follow-up treatment of with a bio-remediation product (e.g., [RamSorb 1™](#) or [VeruTEK Spill Eraser™](#)) is recommended. Alternatively, a rate of 8 oz/10ft² of 10-10-10 General Purpose fertilizer can be evenly spread over the spill and worked into the contaminated soil as a bio-remediation treatment.
- In situations where oil is widely dispersed, poses no threat to human health or the environment, and cannot be easily cleaned up, a practical solution may be to leave the material in place to naturally degrade. Bio-remediation products (e.g., [RamSorb 1™](#) or [VeruTEK Spill Eraser™](#)) should be blended into each oil spot to enhance degradation. Alternatively, a rate of 8 oz/10ft² of 10-10-10 General Purpose fertilizer can be evenly spread over the spill and worked into the contaminated soil as a bio-remediation treatment.
- For medium-sized spills (generally >10 gal. & < 25 gal. and below the RQ threshold for a given state); contaminated material must be excavated, placed in plastic bags or a suitable container and disposed of according to the applicable state environmental regulations governing solid waste management.
- Any oil contaminated materials (e.g., used materials from a spill kit) must be placed in plastic bags or a suitable container and disposed of according to the applicable state environmental regulations governing solid waste management.
- Always observe proper safety precautions when handling flammable spill materials.

Proper Disposal of Waste Materials:

Cleaning up small spills will generate oil-contaminated spill kit items and possibly small quantities of oil- contaminated soil. Most municipal landfills will accept small quantities of oil-contaminated material or have a

hazardous materials collection station where small quantities of oil-contaminated waste can be dropped off.

Many state environmental agencies provide lists of licensed recycle contractors and disposal locations.

Note: Per the contract, the contractor is required to have a spill kit with materials adequately equipped to contain materials used or stored on the land.

*** Price Escalation Clause**

The construction industry continues to experience rapid price increases of raw materials. We are no longer able to absorb these escalating price increases. If during the performance of this contract, the price of the materials increases by more than 5%, the price of the contract will be adjusted accordingly.

If it becomes necessary to increase the price of the contract, you will be notified and have the option to terminate the contract by providing within five (5) business days a written notice. If terminated, your deposit will be returned less expenses.

In the event there are additional costs incurred which exceed your deposit amount, you will be provided an invoice with such costs to be paid.

- This agreement and any subsequent project description order made pursuant to it may be terminated at any time by mutual agreement, or as may be provided for in any project description order. Either party may terminate this agreement immediately for cause or by giving thirty (30) days written notice. In the event of termination, owner shall pay for all services performed and disbursements made by C&H Marine Construction, up to the effective date of termination.

****This proposal may be withdrawn if not accepted within 14 days of date shown below.**

****In some rare instances there may be concealed or unknown conditions that were not contemplated in this proposal. We will immediately notify you of any special conditions that will adversely affect our ability to perform the scope of this proposal. Such conditions may require a price adjustment or cancellation of this agreement in our sole judgment.**

*****Please note that the actual length can vary from the proposal due to many factors including the water depth, customer requirements, etc. We attempt to come as close as possible, but in those rare instances where changes are needed we will bill based on the actual length.**

Appendix E

These are a selection of the Threatened and Endangered species throughout Rayonier's land holdings, there is the potential for other species (region specific) to occur. Your Rayonier Representative will advise you of any additional safeguards which need to be taken or if other Threatened and Endangered Species have the potential to be present in your activity area.

In the event you observe threatened or endangered species on Rayonier lands, you are required to report such sightings to Rayonier as soon as reasonably possible. To report, call your Rayonier Representative, or the Rayonier Manager, Sustainable Forestry (904.321.5555).

For reporting, please answer the following:

- What was observed?
- When was it observed?
- Where was it observed?
- How is the location accessed?

Eastern indigo snake

The eastern indigo snake has even blue-black dorsal and lateral scales, with some specimens having a reddish-orange to tan color on the throat, cheeks, and chin. This snake received its common name from the glossy iridescent ventral scales which can be seen as blackish-purple in bright light. This smooth-scaled snake is considered to be the longest native snake species in the United States. Unlike many snakes, mature male indigo snakes are slightly larger than females. A typical mature male measures (7.0-7.7 ft), whereas a mature female typically measures around (6.6 ft) in length. The indigo snake tends to be associated with burrows of the gopher tortoise. **Avoid damaging visible burrows and conducting activities in concentrated burrow areas. Report any observations of the indigo snake.**



Red-cockaded Woodpecker

The Red-cockaded Woodpecker nests only in live pines, though it often selects ones that are infected with the red heart fungus. The fungus softens the wood and allows the woodpecker to dig out a cavity. The live pine tree then "bleeds" pitch around the nest hole. The heavy flow of gum helps keep tree-climbing snakes away from the nest. **When bird activity or cavities are observed, shut down operations and report sightings.**



Appendix E

Gopher Tortoise

Gopher tortoises have shovel-like front legs that help them to dig, and their back legs are strong and sturdy. As with all tortoises, the undersides of males' shells are concave, distinguishing them from females. Male gopher tortoises also have longer tails than females and extended shells under their chins that they use for ramming or butting; females tend to be larger in size. As adults they are mostly brownish gray with a yellowish, tan underside. In hatchlings, they are bright yellow with brown edges. The burrow appears to resemble a half-moon in shape, has an open sandy area in front of the burrow, called the apron and is often used by the female tortoises for a nest site. **Avoid damaging visible burrows and conducting activities in concentrated burrow areas.**



Gopher Tortoise burrow opening



Mature Gopher Tortoise



Gopher Tortoise Hatchling

Bald Eagle

Although the Bald Eagle was removed from the Federal Endangered Species List in June, 2007, it is still protected under the USFWS National Bald Eagle Management Guidelines – May 2007. Bald eagle nests are among the largest nests of all birds. Bald eagle nests are typically 5-6 feet in diameter and 3 feet tall. **Report observations of active or inactive nests.**



Wood Stork

As of June 26, 2014 the Wood Stork is classified as a threatened species by the U.S. Fish & Wildlife Service. The wood stork is a broad-winged soaring bird that flies with its neck outstretched and legs extended. It forages usually where lowering water levels concentrate fish in open wetlands; and favors cypress trees in marshes, swamps. Often the wood stork will be found in large numbers in these locations. **When concentrated bird activity is observed shut down operations and report sightings.**



Appendix E

Louisiana Pine Snake

As of April 6, 2018 the Louisiana Pine Snake is classified as a threatened species by the U.S. Fish & Wildlife Service. The Louisiana Pine Snake color is buff or lion-like yellow with dark brown blotches and spots that are very similar throughout the body. The marking patterns are visibly different from one end to another. The neck region is "busier", the dark reticulates and blends more with the lighter coloration. Towards the mid-body, the dark markings become more distinct and contrasting, and continue to be more distinct toward the tail, yet reduced in marking thickness. The snakes can be observed in a black or red phase. Furthermore, the very pointed head may only be marked slightly with some small dots and a faded bars. A typical mature snake measures 3-4 ft. Seasonally, Louisiana pine snakes were most active between March-May and fall (especially November). They are least active during hibernation in December-February, and in summer (especially August). The Louisiana pine snake tends to be associated with burrows systems of the Baird pocket gophers. **Avoid damaging visible burrows and conducting activities in concentrated burrow areas. Report any observations of the Louisiana Pine Snake.**



Louisiana Pine Snake in two color phases: Black phase and Red phase.

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT § 15-48-10, ET. SEQ, CODE OF LAWS OF SC, 1976 AS AMENDED.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") made and entered into August 15, 2022, ("Effective Date") is by and between Wildlight LLC, a Delaware limited liability company, representing and acting on behalf of its affiliates and/or subsidiaries, with a business address at 1 Rayonier Way, Wildlight, FL 32097, hereinafter called "Purchaser", and Dockworks of Northeast Florida LLC, a Florida limited liability company, authorized to do business in the state in which services are being performed hereunder, whose business address is 417 Stowe Avenue, Unit B, Orange Park, FL 32037, hereinafter called "Contractor".

In consideration of Contractor's performance of the services described in this Agreement and all of the agreements hereinafter set forth, Purchaser and Contractor agree as follows:

- 1.0 SCOPE OF WORK Contractor shall perform the services described in Appendix A attached hereto and incorporated herein, and shall furnish at its sole expense all labor, supervision, materials, supplies and equipment necessary to complete the services in a timely and workmanlike manner, in accordance with the terms of this Agreement and the specifications set forth in Appendix A ("Work").
- 2.0 RIGHT TO ENTER AND PERFORM THE WORK FOR COMPENSATION Purchaser grants Contractor the right to enter certain real property described and/or depicted in maps attached as Appendix B, hereinafter called "Land" or "Lands".
- 3.0 AGREEMENT PRICE Contractor agrees to fully perform to completion, according to the terms, conditions, and specifications of this Agreement, all Work required hereunder.
 - 3.1 Fee. Purchaser shall pay Contractor for the Work performed under this Agreement based on:
Timber Walkway – Wildlight PDP #3 – SR200/A1A Trail, as per attached Appendix A.
During the Term of this Agreement, Contractor may be requested to use various equipment belonging to Purchaser, including, but not limited to forklifts, truck, hoses, and pumps, as needed, at the hourly rate set forth above.
 - 3.2 Expenses.
Purchaser will not pay expenses incurred in the performance of Contractor's Work hereunder.
 - 3.3 Expenditure Limit. The total cost for all Work performed under this Agreement (including expenses, if applicable) shall not exceed \$663,462.00 and Purchaser shall not be obligated to pay Contractor any amount in excess thereof without advance written approval from Purchaser.
- 4.0 TERM The term of this Agreement shall be for the period commencing on the Effective Date and ending on August 31, 2023 (the "Term"), unless earlier terminated as set forth in this Agreement.
- 5.0 TIME IS OF THE ESSENCE Time is of the essence in the performance of this Agreement. Contractor agrees to diligently and continuously carry on its operations until all Work has been completed satisfactorily and accepted by Purchaser. Contractor's Work progress will be periodically reviewed by Purchaser.
- 6.0 PAYMENTS Subject to the fulfillment of all terms herein, Contractor shall invoice Purchaser for all Work performed hereunder. Payment for conforming Work will be made within thirty (30) days of Purchaser's receipt of a correct invoice. At reasonable times and upon reasonable notice, Purchaser shall have the right, at its expense, to inspect Contractor's books, contracts, and records which are relevant to Purchaser's payments under this Agreement.

7.0 **RIGHT OF ENTRY** Purchaser grants to Contractor the right to enter upon the Lands at any and all times during the Term with tools, wagons, carts, trucks, personnel and equipment necessary for the fulfillment of this Agreement, together with the right to use all of the roads on the Lands, and any other lands of Purchaser or lands of others over which Purchaser has the right to grant Contractor access to the Lands near or adjacent to the Lands, to the extent that such use is necessary for the performance of the Work. **Contractor acknowledges that others have been given permission to enter the Lands including hunting club members who may be upon the Lands with weapons to hunt and timber vendees who may be upon the Lands to harvest timber and other forest products with men and machinery.** Purchaser further grants to Contractor the right to erect temporary structures upon the Lands. Contractor shall have and is hereby granted the right (in accordance with Article 493 of the Louisiana Civil Code and the applicable laws of other states) at any time during the term hereof and for ninety (90) days thereafter, to remove any and all machinery, equipment and other property of Contractor, whether or not so fixed to the Lands as to be regarded in law as a part of the Lands, provided that the Lands and other property are not damaged as a result of such removal, and if so damaged, they shall be repaired and restored to their original state by Contractor at its expense. Trucks, tractors, and other equipment shall be parked to the side of the roads to allow access to through traffic at all times. In the event Contractor does not remove its equipment within the time specified, Purchaser shall have the right to treat the equipment remaining on its Lands as abandoned property, remove it from the Lands, and sell the equipment on commercially reasonable terms. The proceeds of any sale of the equipment shall be applied first to the cost of removal and sale of the equipment and any balance remaining paid to Contractor.

Purchaser expressly reserves all other rights relating to use of the Land, subject only to the grant of use set forth above.

8.0 **INDEPENDENT CONTRACTOR** Contractor is acting in the capacity of an independent contractor. The relationship of the parties under this Agreement will not constitute a partnership or joint venture. Nothing herein shall be construed to create the relationship of employer and employee or principal and agent. Contractor will have no right, power or authority to act for Purchaser or to represent or bind Purchaser as to any matters. Contractor will not attempt to enter into any agreements, commitments, or incur any debt or liability of any nature in the name of or on behalf of Purchaser. Contractor has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all Work under this Agreement, its employees, and permitted subcontractors. Contractor shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of itself, its employees, subcontractors and representatives. Contractor shall report to Purchaser's company representative(s) ("Company Representative(s)"). During the term of this Agreement the Company Representative shall be notified prior to entry or commencement of any Work conducted on the Lands. Purchaser reserves the right to have the Company Representative or other employees present in or around the approximate area where Contractor is operating for the purpose of auditing this Agreement and performing non-Agreement activities. The presence of such Company Representative(s) or Purchaser employees, in and of itself, shall not be deemed to be direction, supervision nor acceptance of Work performed or being performed by Contractor. Purchaser's Company Representative will assure compliance with this Agreement solely through verbal and/or written communications to either Contractor or Contractor's designated representative.

9.0 **PROTECTION OF PROPERTY, PEOPLE AND PURCHASER** Throughout the performance of the Work hereunder, Contractor shall:

- A) take extreme precautions against the possibility of fire, contamination, or tainting of the Land and property adjacent thereto resulting from the Work and exercise reasonable care to avoid breakage and damage to the timber or other physical assets thereon and adjacent thereto;
 - a) at all times maintain necessary and adequate protection for the safety of its agents, employees, contractors, and subcontractors, and as to the Work, all other persons present at or close to the Work site, and conduct its operations in a careful and workmanlike manner;
 - b) maintain on-site supervision of the Work to ensure performance hereunder, and to ensure the safety of all workers performing the Work;
 - c) be accessible at the address set forth in this Agreement to receive notice of violations of regulations or laws, or default of contractual terms and take immediate corrective measures;
 - d) be responsible for any damage or injury, including death, attributable in whole or in part to violations of law, applicable statutes and government regulations by Contractor; or act(s) of negligence or any other acts or omissions of Contractor, its agents, employees, contractors or subcontractors in performing the Work;

- e) immediately repair any fence, cable, gate or improvement which is damaged during Contractor's operations;
- f) require its agents, employees, contractors and subcontractors to wear highly visible hard hats and clothing, which at a minimum complies with applicable state hunting regulations for hunters, or those accompanying hunters, when outside of vehicles and, for Work performed in the State of Washington, use citizen band radios and headlights on access roads at all times;
- g) leave all road surfaces, ditches and culverts free and clear of slides, slash, and other debris created by the Work;
- h) not remove any logs or timber or otherwise cut firewood for personal use, whether merchantable or not, unless Contractor receives prior written approval from Purchaser. Any unauthorized removal shall be deemed a default under this Agreement and subject to immediate termination at Purchaser's discretion; and
- i) execute any agreements with, and/or pay any deposits to, Purchaser relating to keys to gates, or other access or security measures on the Lands.

10.0 **FIRE SUPPRESSION AND PROTECTION** Contractor shall conduct its operations in a manner to prevent fire on the Lands, including but not limited to, no camp fires. Contractor shall comply with all federal, state and local laws and regulations pertaining to fire protection and suppression.

For Work performed in the State of Oregon, Contractor shall comply with the terms of the Oregon Forest Practices Act (including all rules, regulations, and orders issued under its authority) ("OFPA") and the terms of Oregon Revised Statutes ("ORS") Chapter 477, including all rules and regulations rendered in connection with and under the authority of such laws.

For Work performed in the State of Washington, including, but not limited to, logging, land clearing, or other land-based Work that involves any heavy machinery or combustion engines, Contractor shall:

10.1 At all times from April 1 to October 15, and other times upon request of Purchaser, furnish and maintain on each operation:

- A) For each passenger vehicle used for industrial or commercial operations:
 - i. A filled and operable fire extinguisher of at least a 5BC rating; and
 - ii. An approved exhaust system.
- B) For each portable power saw:
 - i. A chemical fire extinguisher of at least eight ounce capacity, fully charged and in good working order. The fire extinguisher shall be kept in the immediate possession of the operator;
 - ii. An approved exhaust system;
 - iii. A shovel, which shall be kept within two minutes round-trip of the operator; and
 - iv. A firewatch.
- C) An instrument measuring the relative humidity of the air within two per cent accuracy.
- D) A tank truck of at least 500 gallon capacity, full of water, with a suitable pump of at least 50 g.p.m. capacity at 150 P.S.I. and sufficient 1-1/2 inch hose (at least 500 feet) fittings and nozzles, to reach all parts of the setting.

10.2 Suspend all operations (except fire prevention suppression and control) whenever the relative humidity is 30 percent or lower, or when Purchaser determines suspension is necessary because of excessive amounts of flammable debris, low humidity, low fuel moisture content, high wind or temperature, combinations of such conditions, or other fire risks. Suspended operations shall not resume until authorized by Purchaser.

11.0 **INDEMNIFICATION** Contractor agrees to defend, indemnify and hold harmless Purchaser, its affiliated or related companies, and their officers, agents, and employees from and against any and all costs, losses, damages, expenses (including reasonable attorneys' fees, governmental penalties or fines imposed on Purchaser or its affiliated or related companies and their officers, agents, and employees as a result of Contractor's actions or inactions) or liability, of every character whatsoever,

including but not limited to, any real or personal property damage or personal injury or death, arising out of or relating to (a) the negligent, willful or unauthorized acts of Contractor, its subcontractors or employees, (b) Contractor's performance of the Work, or breach of this Agreement, (c) any violations of or noncompliance with any laws, regulations, ordinances or permits by Contractor, its employees or subcontractors, including but not limited to, state forestry or forest practice regulations, and (d) any fire or accident caused by Contractor or its operations. Contractor explicitly and expressly waives any limitation of liability or immunity from suit with respect to injuries to employees of Contractor which may be extended to Contractor under any applicable workers' compensation statute or similar law, including but not limited to the Oregon Workers Compensation Act (ORS Chapter 656 and all rules and regulations under its authority), if applicable, the South Carolina Workers Compensation Law, if applicable; and the Industrial Insurance Act, Title 51, RCW, where applicable, or judicial decision with regard to actions against Purchaser and agrees to assume liability for actions brought by its own employees against Purchaser. Contractor acknowledges that the foregoing waiver was mutually negotiated by the parties.

12.0 ENVIRONMENTAL CONDITIONS

12.1 Environmental Control. Contractor shall regularly remove all trash, cans, bottles, garbage, petroleum products, or materials of any kind left on the Lands relating to the Work, whether as a direct or indirect result of its operations. Under no circumstances whatsoever will any carcinogenic, controlled, toxic or hazardous substance or material ("Materials"), or a container presently or formerly holding such substance(s), be permitted to drain or percolate on or into, or be stored, dumped, buried, or otherwise contaminate, taint, or affect the Lands, or any land adjacent thereto. Contractor will have a spill kit on site that is adequately equipped to contain Materials used or stored on the Land. Oil or other contaminants removed during the servicing process must be contained, removed from the Lands immediately and disposed of properly as set forth in the Rayonier Field Guidance for Small Oil Spill Management Contract Handout (Appendix "D"). Garbage shall not accumulate on site, nor shall garbage be buried in slash or in the ground. In addition to the cost of removal, a fee of \$500.00 for petroleum products and a fee of \$250.00 for other garbage may be assessed per incident for failure to comply.

12.2 Assurances. There shall be no obligation or requirement upon Purchaser to monitor Contractor's environmental management of the Work sites upon the Land or otherwise; however, if under any form of law, ordinance, regulation or standard in effect at the inception of this Agreement, or arising during the term, Purchaser should have cause to be concerned about Contractor's existing or continued compliance with any environmental laws, codes, regulations or standards then in effect which could in any manner affect the usefulness, usability, or marketability of the Lands or property adjacent thereto, then Purchaser at its discretion may require additional assurance as Purchaser may deem appropriate to the risk, offense, or potential therefore, which may take the form of bonding, certified professional audits or opinions, insurance, indemnity, removal of all or portions of any waste deposited, construction of monitoring systems, leachate collection and treatment system(s), or such other technical, legal or financial, or mixed, forms of assurance as may reasonably relate to solving, remediating or minimizing the impact of the situation.

12.3 Threatened or Endangered Species. Contractor shall make an effort to eliminate/minimize the spread, transport to other non-infected areas and otherwise disturb any areas identified by Purchaser to contain non-native invasive species. In the event Contractor observes any species listed as threatened or endangered under the Endangered Species Act, Contractor shall promptly report such sightings to Purchaser and shall immediately suspend Work on the affected portion of the Lands. Appendix "E" (Identification Guide for select Threatened and Endangered Species) provides guidance for some select threatened and endangered species which have the potential to be present on the Lands. Purchaser shall then consult with the appropriate regulatory agencies to determine whether Work can continue and what restrictions on Work may apply.

13.0 CONFIDENTIALITY Contractor shall not disclose any information regarding the terms of this Agreement or any of Purchaser's information disclosed to Contractor ("Confidential Information") to any third party without Purchaser's prior written consent. During the Term and for a period of three (3) years thereafter, Contractor, its agents, employees, contractors and subcontractors will maintain the confidentiality of all Confidential Information. Contractor will use at least the same degree of care to safeguard and to prevent disclosing the Confidential Information to third parties as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss of alteration of its own information of a similar nature, but not less than reasonable care.

14.0 COMPLIANCE WITH LAWS, ACTS, AND REGULATIONS

- 14.1 Forestry, Logging, Fire, and Safety Laws and Regulations. Contractor agrees to carry on its operations hereunder in strict compliance with all federal, state and local laws, regulations, rules and ordinances for the location of the Lands ("Laws"), including but not limited to, Laws relating to logging, forestry, fire prevention, hydrology, safety, environmental protection (including but not limited to the OFPA, ORS Chapter 477,, and the Washington Forest Practices Act), threatened and endangered species and requirements for licensing or certification of equipment or operators. Contractor further agrees to comply with any additional fire prevention and forestry management practices and policies, and any other measures which Purchaser may reasonably specify. Any additional costs assessed against Purchaser for Contractor's violations of the Laws, including but not limited to, the OFPA, ORS Chapter 477, the Washington Forest Practices Act or Washington Hydraulic Project Approval violations, may be charged back to Contractor at Purchaser's discretion. Contractor shall immediately report to Purchaser any sightings of threatened or endangered species on the Lands. Appendix "E" (Identification Guide for select Threatened and Endangered Species) provides guidance for some select threatened and endangered species which have the potential to be present on the Lands.
- 14.2 BMP Compliance. Contractor agrees that all activities shall in all respects comply with all Best Management Practices (BMPs) for forestry and wildlife promulgated by the forestry commission or agency for the state in which the Work is located, along with any additional BMPs specified within this Agreement or subsequently adopted by Purchaser and made known to Contractor.
- 14.3 Certifications and Licenses. Contractor, its agents, employees, contractors and subcontractors shall have all necessary certifications, licenses, permits, plans, notices, and approvals required to carry out the performance of the Work, to include a *Sustainable Forestry Initiative (SFI)* SM accredited certification, when applicable, from a logging professional program, and shall provide a copy of all certifications and licenses to Purchaser upon request. Contractor shall be responsible for insuring that all licenses and certifications are valid and shall assume all costs incurred.
- 14.4 Unemployment Compensation, Social Security, and Income Tax Laws. Contractor agrees to and does accept exclusive responsibility with respect to employment of all persons in the Contractor's performance of the Work, including employment of subcontractors and/or persons employed by subcontractors, for the performance of any and all obligations imposed upon employers under any unemployment compensation, pension, social security, income tax or other similar and applicable federal or state laws, and Contractor agrees to comply fully with and to make all returns required by any and all such laws, and agrees to defend, indemnify and hold harmless Purchaser and its affiliated or related companies against any cost, loss, liability or obligation which those indemnitees may sustain or incur by reason of the failure of Contractor, or any subcontractor employed by Contractor to perform any of the undertakings stated in this paragraph. Contractor agrees to qualify immediately, and will require all of its subcontractors to qualify, and remain qualified for the term of this Agreement as an employer or employers under any and all such laws.
- 14.5 Worker's Compensation Act. Contractor shall abide by and comply with all provisions of the Worker's Compensation Act, medical aid and other industrial insurance laws of the state where the Lands are located, and will make all payments, contributions and other remittances and all reports, returns and statements required of employers under said laws. Contractor further unconditionally guarantees full compliance with said laws by any subcontractor or person employed by Contractor or with whom Contractor may make any contract for the performance of any of the Work hereunder. Contractor agrees to defend, indemnify and hold harmless Purchaser and its affiliated or related companies against any cost, loss, liability, obligation or lien which may arise as a consequence of or grow out of any failure by Contractor or any such subcontractor or any other person to comply fully with said laws. Contractor agrees to qualify immediately, and will require its subcontractors to qualify, and to remain qualified for the term of this Agreement as an employer or employers under all such laws. Contractor shall deliver to Purchaser, before any Work is begun, satisfactory evidence and certificates showing compliance by Contractor with said law(s).
- 14.6 Wages and Hours Act. Contractor agrees to comply with and abide by the Fair Labor Standards Act of 1938, as amended, and any similar Federal or State laws now in force or which may hereafter become effective or be enacted, and agrees to indemnify, defend and save and hold Purchaser and its affiliated or related companies harmless from all loss, liability, or damages by reason of the failure of Contractor or those employed by Contractor to comply with said laws.

14.7 Migrant and Seasonal Agricultural Worker Protection Act (MSPA):

- Contractor hereby represents and warrants that no manual, ground-based laborers will be utilized in the performance of this Agreement. Contractor, however, agrees to comply with and abide by the Migrant and Seasonal Agricultural Worker Protection Act (MSPA) and any similar federal and state employment laws now in force or which may hereafter become effective or be enacted to the extent such law is applicable to the Contractor, and Contractor agrees to save and hold Purchaser harmless from all loss, liability, or damages by reason of the failure of Contractor or those employed by Contractor to comply with said law or laws.
- Contractor agrees to comply with and abide by the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), as amended, and any similar Federal or State laws now in force or which may hereafter become effective or be enacted. Contractor further agrees to defend, indemnify and save and hold Purchaser and its affiliated or related companies harmless from all loss, liability, or damages by reason of the failure of Contractor to comply with said laws including, but not limited to, any claim by Contractor's employees against Purchaser or any fine imposed on Purchaser by virtue of Contractor's failure to comply with any MSPA rule or regulation.

Contractor shall submit to Purchaser, no later than at the time of the execution of this Agreement, a copy of Contractor's CERTIFICATE of MSPA REGISTRATION which is current and authorizes the activity for which Contractor is utilized or provide Purchaser with documentation from the U.S. Department of Labor that Contractor is exempt from MSPA.

NOTE: If Contractor is to provide housing or transportation for its workers in the performance of this Agreement, Contractor's MSPA Registration Card must show Contractor is so authorized; Contractor shall likewise provide to Purchaser a copy of MSPA Registration Card(s) for each of its employees who are to perform farm labor contracting activities on behalf of Contractor including driving, if applicable. Under MSPA Contractor may not transport or provide transportation to workers unless Contractor, the driver and the vehicle are all MSPA registered.

As required by the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), Contractor agrees to:

- A) pay workers the full amount owed to them and provide each worker an itemized written statement with the following payroll information for each pay period worked:
 - 1. worker's name;
 - 2. permanent address;
 - 3. Social Security number;
 - 4. basis on which wages are paid;
 - 5. number of piecework units earned, if paid on a piecework basis;
 - 6. number of hours worked;
 - 7. total pay period earnings;
 - 8. specific sums withheld and the purpose of each sum withheld;
 - 9. net pay;
 - 10. Contractor's name;
 - 11. Contractor's address;
 - 12. Contractor's identification number.
- B) maintain for three (3) years a copy of payroll information furnished to workers;
- C) provide to Purchaser at the time of invoicing, a copy of all payroll information provided to each worker for that payroll period that is being invoiced.

14.8 Occupational Safety and Health (OSHA) Standards for Agriculture: Contractor agrees to comply with OSHA equipment and field sanitation regulations (29 CFR 1928) which requires, among other things, potable drinking water, toilet and hand washing facility, during the performance of this Agreement where such Contractor employed

eleven (11) or more employees on any given day in manual labor operations in the field during the previous twelve (12) months.

- 15.0 **TRESPASS** Contractor shall avoid trespass upon lands adjoining the Land. Contractor agrees to defend, indemnify and hold harmless Purchaser and its affiliated or related companies against any cost, loss, liability or damage incurred or sustained by these indemnified parties on account of or in any way connected with trespass by Contractor or Contractor's agents, employees, contractors or subcontractors.
- 16.0 **LIENS/PRIVILEGES** Contractor will pay or cause to be paid promptly when due all claims, debts, and charges against Contractor or subcontractors employed by Contractor which might become a lien/privilege against Purchaser lands, and will not suffer or permit any lien/privilege or encumbrance of any kind to be filed against or upon any of the Land or against or upon any other Purchaser property relating to operations hereunder, irrespective of whether the basis of such a lien/privilege is a claim against Contractor or against a subcontractor employed by Contractor. In case any such lien/privilege which is threatened or filed against such land or property or any lienable charge is not paid promptly when due, or in case Purchaser shall be charged with any item of cost, tax, contribution or other obligation to be borne by Contractor under this Agreement, a sufficient amount of money payable to or to become payable under this Agreement or upon any other account from Purchaser to Contractor may be retained by Purchaser until the same shall be settled or discharged without cost or liability to Purchaser, or said money may be supplied by Purchaser directly to the discharge thereof. Contractor also agrees that Contractor will defend, indemnify and hold harmless Purchaser and its affiliated or related companies against any and all cost, loss, liability or damage which the indemnified party may sustain or incur by reason of the negligent performance or non-performance of this Agreement by Contractor.
- 17.0 **PURCHASER'S RIGHT TO TERMINATE**
- 17.1 **Termination.** Purchaser may terminate this Agreement with or without cause by notifying Contractor in writing ten (10) days prior to the effective termination date ("Termination Date"). If such termination is because of Contractor's failure to fully perform to completion, according to the terms, conditions, and specifications of this Agreement, all Work required hereunder, Purchaser may, at its option, give written notice of the default to Contractor in which event Contractor shall have ten (10) days in which to cure the default, failing which cure this Agreement will terminate immediately upon the expiration of the cure period. The foregoing remedies shall not be deemed exclusive but shall be in addition to all other remedies at law or equity which Purchaser may have in connection with this Agreement and the breach thereof.
- 17.2 **Effect of Termination.** Upon notice of Termination, Purchaser shall be entitled to take immediate possession of the Lands and to remove Contractor, Contractor's agents, employees, contractors and subcontractors from the Lands. Contractor shall cease all Work and Purchaser shall compensate Contractor for conforming Work completed up to and including the Termination Date. Contractor shall remove, or cause to be removed therefrom, all of Contractor's equipment, property and personnel present thereon. In the event that Purchaser terminates this Agreement for any reason or no reason, Contractor shall have no claim against Purchaser for direct, indirect, punitive or consequential damages resulting from such termination other than payment for conforming Work completed prior to the Termination Date.
- 18.0 **LIMITATION OF LIABILITY** In no event shall Purchaser be liable to Contractor or those claiming by and through Contractor for indirect, special, consequential, punitive, or exemplary damages arising out of or related to this Agreement regardless of legal theory. Purchaser's liability to Contractor shall not in any event exceed the expenditure limit specified in subparagraph 3.3.
- 19.0 **INSURANCE** Prior to commencing work or entering Premises or facilities of Purchaser, Contractor shall secure such insurance as required in **Appendix C** issued by a carrier with an A.M. Best rating of A-, VII or better on an "Occurrence" basis. Any insurance deductible or retention will be paid by Contractor and is not a reimbursable expense under this Agreement. Contractor will provide a Certificate of Insurance evidencing the policies in effect for the duration of the Agreement with the applicable endorsements attached. Failure to provide evidence of insurance, as required by contract, shall not relieve Contractor of its obligations. The limits required in **Appendix C** may be satisfied with a combination of primary and excess (umbrella) liability insurance policies that follow form. The policy(ies) shall (a) name **Rayonier Inc., its subsidiaries and subsidiaries thereof** as an additional insured; (b) waive all rights of subrogation as listed in **Appendix C** against Purchaser; (c) provide that the policy(ies) not be cancelled or materially changed without thirty (30) days advance

written notice to Purchaser; (d) be primary and non-contributory. Contractor shall ensure that all contractors or subcontractors entering Premises or facilities of Purchaser are in compliance with all insurance provisions of this section and **Appendix C**.

20.0 **DISPUTE RESOLUTION/ARBITRATION**

20.1 The parties will attempt, in good faith, to resolve any question, dispute, misunderstanding, controversy or claim arising out of or relating to this Agreement (the "Dispute") promptly by negotiation between designated executives of the respective parties with authority to agree to a resolution. Either party may invoke the provisions of this dispute resolution section by giving the other party written notice (the "Notice of Dispute"). The executives shall meet at a mutually acceptable time and place within TWENTY (20) DAYS of the date of delivery of the Notice of Dispute, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.

20.2 If the Dispute has not been resolved within THIRTY (30) DAYS of the initial meeting of the executives (which may be extended by mutual written agreement), or if either party will not participate in such procedure, then either party may by written notice (the "Arbitration Notice") require that the Dispute be resolved by binding arbitration. Any matter to be resolved by arbitration shall be resolved by a single arbitrator to be appointed for that purpose as follows:

- a) Within TEN (10) DAYS after delivery of written notice by either party to the other requesting arbitration (the "Arbitration Notice"), the parties shall agree on an arbitrator.
- b) If the parties fail to agree on an arbitrator within the time specified, the arbitrator shall be promptly appointed upon application of either party by the Arbitration Committee of the American Arbitration Association office in and for the county and state specified in subparagraph C) of this paragraph 20.2. The party making such application to the Arbitration Committee shall give the other party to this Agreement written notice of this application.
- c) The arbitrator shall proceed with due dispatch to define the problem, accept evidence, and reach a resolution. The proceedings shall be conducted in accordance with the laws of the state in which the Lands are situated, and the American Arbitration Association Commercial Arbitration Rules. The arbitration proceedings shall be held in Nassau County, Florida, or such other place as the parties may agree. The decision of the arbitrator shall be binding, final, and conclusive on the parties to this Agreement. The award shall be in writing and delivered to the parties, and shall be in such form that a petition may be filed to confirm the award in any court or public records wherein a judgment may be sought to be enforced.
- d) The expense of any arbitration shall be borne as the arbitrator may direct, in the arbitrator's judgment giving due weight in allocating expenses to the merit or lack thereof, in the claims and/or defenses presented.
- e) The arbitrator shall have no power to change any of the provisions of this Agreement in any respect (or the power to make an award of reformation), and the arbitrator is not empowered to award damages in excess of actual damage incurred. In no event shall any award include punitive, incidental or consequential damages.

20.3 The procedures specified in this section shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement; provided, however, that a party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable damage. Despite such action, the parties will continue to participate in good faith in the procedures specified in this section. All applicable statutes of limitation shall be tolled while the procedures specified in this section are pending. The parties will take such action, if any, required to effectuate such tolling.

20.4 In the event of any inconsistency between the provisions of the Agreement and the SC Uniform Arbitration Act, this Agreement shall govern and control.

21.0 **CODE OF CONDUCT** Contractor acknowledges that it has either received a hard copy of the Rayonier Standard of Ethics and Code of Corporate Conduct (the "Code") or accessed the Code through Purchaser's web site, <https://ir.rayonier.com/corporate-governance#codeofconduct>. By signing this Agreement, Contractor, including its employees and subcontractors, confirms that it has reviewed the Code and agrees to fully comply with all requirements of the Code. Any employee or contractor of Contractor whom Purchaser believes has violated the principles of the Code may, at

Purchaser's discretion and request, not be allowed access to Purchaser's facilities, or otherwise Purchaser may request to have replaced.

- 22.0 **NOTICES** Any notice, request, demand, statement, approval or other communication under this Agreement shall be in writing and shall be effective when actually delivered by hand delivery, facsimile or email transmission or three (3) business days after being deposited in the United States mail, certified, return receipt requested. If directed to the other party to this Agreement, such a notice shall be addressed to the addresses (and, in the case of an email or facsimile transmission, the email addresses or facsimile numbers) set forth below, or to such other address (or email address or facsimile number) as one party may indicate by written notice to the other party:

As to Contractor:

Attn: Bob Mathews
417 Stowe Avenue, Unit B
Orange Park, FL 32037
Fax: N/A
Email: bob@candhmarine.com

As to Purchaser:

Attn: Tommy Jinks
1 Rayonier Way
Wildlight, FL 32097
Fax: (904) 261-9322
Email: tommy.jinks@wildlight.com

with a copy to:

RAYONIER INC.
Attn: Law Department
1 Rayonier Way
Wildlight, FL 32097
Facsimile # 904-261-2107
Email: crystal.cook@rayonier.com

In the absence of a written acknowledgment of receipt by the recipient, all notices given by email or facsimile transmission shall also be given by mail or personal delivery as provided. Either party may change the address, email address or facsimile number to which the notices are to be sent or given by written notice of such change to the other party in the manner set forth above.

23.0 **MISCELLANEOUS**

- 23.1 **Complete Agreement.** This Agreement, including all Appendices and the Code, constitutes the entire agreement between the parties with respect to the subject matter hereof. It supersedes all prior communications of every kind between the parties. In the event of inconsistencies between this Agreement and any Appendices, the terms and conditions of the Appendices shall prevail. This Agreement may not be modified except by a written amendment to this Agreement and signed by both parties. All consents required must be in writing. The headings are for convenience purposes only and shall not be used in the construction or interpretation of this Agreement.
- 23.2 **Severability.** Each clause, paragraph and provision of this Agreement is entirely independent and severable from every other clause, paragraph and provision. If any judicial authority or state or federal regulatory agency or authority determines that any portion of this Agreement is invalid or unenforceable or unlawful, such determination will affect only the specific portion determined to be invalid or unenforceable or unlawful and will not affect any other portion of this Agreement which will remain and continue in full force and effect. In all other respects, all provisions of this Agreement will be interpreted in a manner which favors their validity and enforceability and which gives effect to the substantive intent of the parties.

- 23.3 **Subcontracting.** Notwithstanding anything to the contrary in this Agreement, all operations on the Lands shall be performed by Contractor's employees and Contractor will not contract or subcontract any operation on the Lands without Purchaser's prior written consent. In the event that Purchaser agrees to allow subcontracting, such shall not operate to relieve Contractor of any of its obligations under this Agreement, including but not limited to any obligation of indemnification. Such subcontractors shall supply the same insurance coverage as required under paragraph 19.0 hereunder, including naming Rayonier Inc. and its subsidiaries and subsidiaries thereof as additional insured entities.
- 23.4 **Assignment.** Neither this Agreement, nor any rights or obligations hereunder, shall be assigned by Contractor without the express written consent of Purchaser. Consent to one assignment shall not waive this provision, and any later assignments shall likewise be made only upon prior written consent of Purchaser. Any attempted assignment by Contractor in violation of this section shall be void and shall constitute a material default of this Agreement. ANY APPROVED ASSIGNEES SHALL BECOME LIABLE DIRECTLY TO PURCHASER FOR ALL OBLIGATIONS OF CONTRACTOR HEREUNDER, WITHOUT RELIEVING THE ORIGINAL CONTRACTOR'S LIABILITY. This Agreement shall inure to the benefit of and bind all permitted successors and assigns of the parties hereto.
- 23.5 **Review of Records.** Contractor shall maintain all books, records, receipts, or other materials to reflect accurately all costs of whatever nature claimed by Contractor to have been incurred in the performance of this Agreement. Such documentation shall be retained by Contractor for a period of three (3) years from the expiration or termination of this Agreement and shall be subject to examination, audit, and reproduction by Purchaser at any time during the term of this Agreement or the subsequent period of document retention by Contractor.
- 23.6 **Suspected Illegal Activities.** Contractor shall promptly report to Purchaser and proper authorities any observed marijuana or suspected marijuana growing on the Land, or other observed or suspected drug operations, including but not limited to methamphetamine labs.
- 23.7 **Survival.** The provisions of Paragraphs 7.0, 8.0, 9.0, 11.0, 12.0, 13.0, 14.1-14.8, 15.0, 16.0, 17.0, 18.0, 20.1-20.2, 23.1-23.5 and 23.8 shall survive any termination, expiration or completion of this Agreement.
- 23.8 **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive law of the state in which the Lands are situated without regard to its choice of law provisions.
- 23.9 **Counterparts.** This Agreement may be executed in any number of counterparts either in original copies or by facsimile, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

PURCHASER

CONTRACTOR

By: Thomas Jinks
(304) 486-9442 (202) 333-2021

By: Bob Matthews
(904) 866-9442 (202) 333-2021

Title: Sr Mgr Real Estate Dev.

Title: President

Date: Aug 25, 2022

Date: Aug 25, 2022

Contract No. CB-22-00018

Appendix A
Scope of Work

1. **SCOPE AND SPECIFICATIONS.** Contractor agrees to undertake and perform Work on behalf of Purchaser for the purpose of the construction and installation of Wildlight PDP #3 - SR200/A1A Trail, as per Appendix A-1 .

Contractor shall not have the right to conduct any other Work or engage in any other activities beyond the scope described in this Agreement without prior written consent of Purchaser.

Additional Specifications and/or Service Specific Legal Provisions not addressed above:

Rev. 08/14/2020

Page 11 of 15

ZD 78511; RQ 137826; CB-22-00018 - Dockworks of Northeast Florida LLC - JN c081522



Appendix A-1

C & H Marine Construction, Inc.
 417 Stowe Avenue Unit B
 Orange Park, Florida 32073
 (904) 264-7500
www.candhmarine.com
 FL. Lic. # CGC-058491 & CGC-1521616

TIMBER WALKWAY

Wildlight 1 Rayonier Way Wildlight, FL 32097	o(904)321-1007 c(352)812-3053	<u>Job Location</u> <i>same</i> tommy.links@wildlight.com
--	----------------------------------	--

We hereby propose to furnish the material and labor necessary for installing a timber boardwalk per the following and our conversation. Walkway is per "Wildlight PDP #3 - SR200/A1A Trail" Hardscape Documents (HS00-HS11) plans by England-Thims & Miller, Inc, dated April 2022, and revision sent on July 6, 2022 changing width of boardwalk to 12 ft and extending timber boardwalk to edge of conservation easement.

Timber Boardwalk is 12 ft wide and 1,480 ft long. Handrails will be on both sides of the boardwalk. There will be a timber overlook (HS-03) with handrails. Material is per plans. Engineered drawings of boardwalk is included.

All material is guaranteed to be as specified, and the above work is to be completed in accordance with the drawings and specifications submitted. Work will be completed in a substantial workmanlike manner for the sum of: **\$643,562.00**

Handrail Cap - WearDeck 2x6 composite in place of 2x6 treated lumber: **\$19,900.00**

Permitting is not included and will be quoted as needed.

Exclusions: Survey, clearing, earthwork, concrete, sodding/seeding, lighting, landscape, and irrigation.

All workmanship is covered by our one year warranty and all of the materials used are warranted by their respective manufacturer. Our goal at C & H Marine Construction is to provide you with a superior product that will provide many years of trouble free enjoyment.

Respectfully submitted,
Bob Mathews, President

Appendix A-1

*** Price Escalation Clause**

The construction industry continues to experience rapid price increases of raw materials. We are no longer able to absorb these escalating price increases. If during the performance of this contract, the price of the materials increases by more than 5%, the price of the contract will be adjusted accordingly.

If it becomes necessary to increase the price of the contract, you will be notified and have the option to terminate the contract by providing within five (5) business days a written notice. If terminated, your deposit will be returned less expenses.

In the event there are additional costs incurred which exceed your deposit amount, you will be provided an invoice with such costs to be paid.

- This agreement and any subsequent project description order made pursuant to it may be terminated at any time by mutual agreement, or as may be provided for in any project description order. Either party may terminate this agreement immediately for cause or by giving thirty (30) days written notice. In the event of termination, owner shall pay for all services performed and disbursements made by C&H Marine Construction, up to the effective date of termination.

*****This proposal may be withdrawn if not accepted within 14 days of date shown below.***

***In some rare instances there may be concealed or unknown conditions that were not contemplated in this proposal. We will immediately notify you of any special conditions that will adversely affect our ability to perform the scope of this proposal. Such conditions may require a price adjustment or cancellation of this agreement in our sole judgment.*

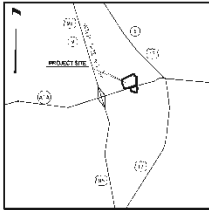
****Please note that the actual length can vary from the proposal due to many factors including the water depth, customer requirements, etc. We attempt to come as close as possible, but in those rare instances where changes are needed we will bill based on the actual length.*

WILDLIGHT PDP #3 - SR 200 / A1A TRAIL

NASSAU COUNTY, FLORIDA

FOR
RAYDIENT PLACES +
PROPERTIES

1 RAYONIER WAY
WILDLIGHT, FL 32097



LOCATION MAP

NOTES: RAYDIENT PLACES + PROPERTIES
ALIGNED TO THE EAST
OF SR 200 / A1A TRAIL
PROJECT SITE IS LOCATED
ON THE EAST SIDE OF SR 200 / A1A TRAIL
PROJECT SITE IS LOCATED
ON THE EAST SIDE OF SR 200 / A1A TRAIL
PROJECT SITE IS LOCATED
ON THE EAST SIDE OF SR 200 / A1A TRAIL



ETM
VISION • EXPERIENCE • RESULTS
England, Thines & Miller, Inc.
14775 Old St. Augustine Road
JACKSONVILLE, FL 32238
TEL: (904) 942-5096
FAX: (904) 942-5095
CA - 02062864 L2-1000316

ID	DATE	DESCRIPTION	DRAWING TITLE	REVISION
1	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	
2	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	
3	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	
4	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	
5	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	
6	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	
7	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	
8	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	
9	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	
10	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	
11	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	
12	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	
13	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	
14	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	
15	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	
16	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	
17	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	
18	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	
19	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	
20	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	

DATE: 01-15-08
BY: [Signature]

PROJECT NO: WILDLIGHT PDP #3 - SR 200 / A1A TRAIL
SHEET NO: 1
DATE: 01-15-08
BY: [Signature]

ETM
VISION • EXPERIENCE • RESULTS

NOTES: RAYDIENT PLACES + PROPERTIES
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OF SR 200 / A1A TRAIL
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ON THE EAST SIDE OF SR 200 / A1A TRAIL
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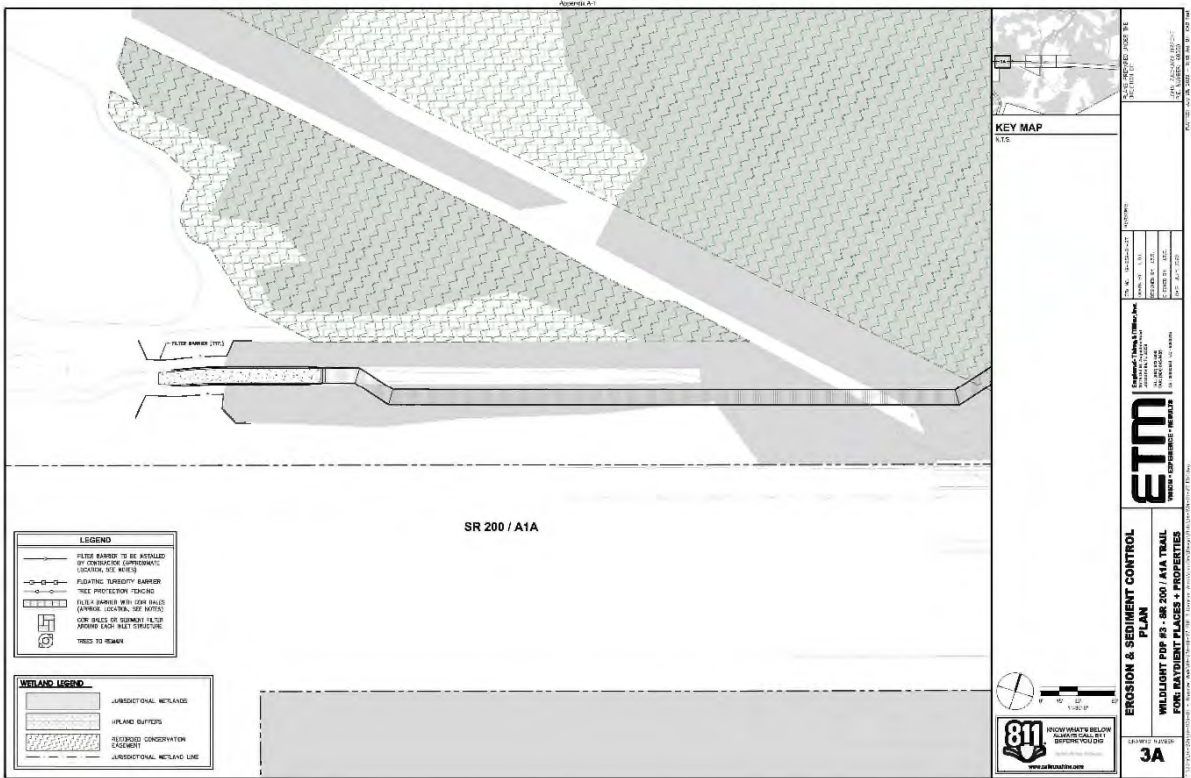
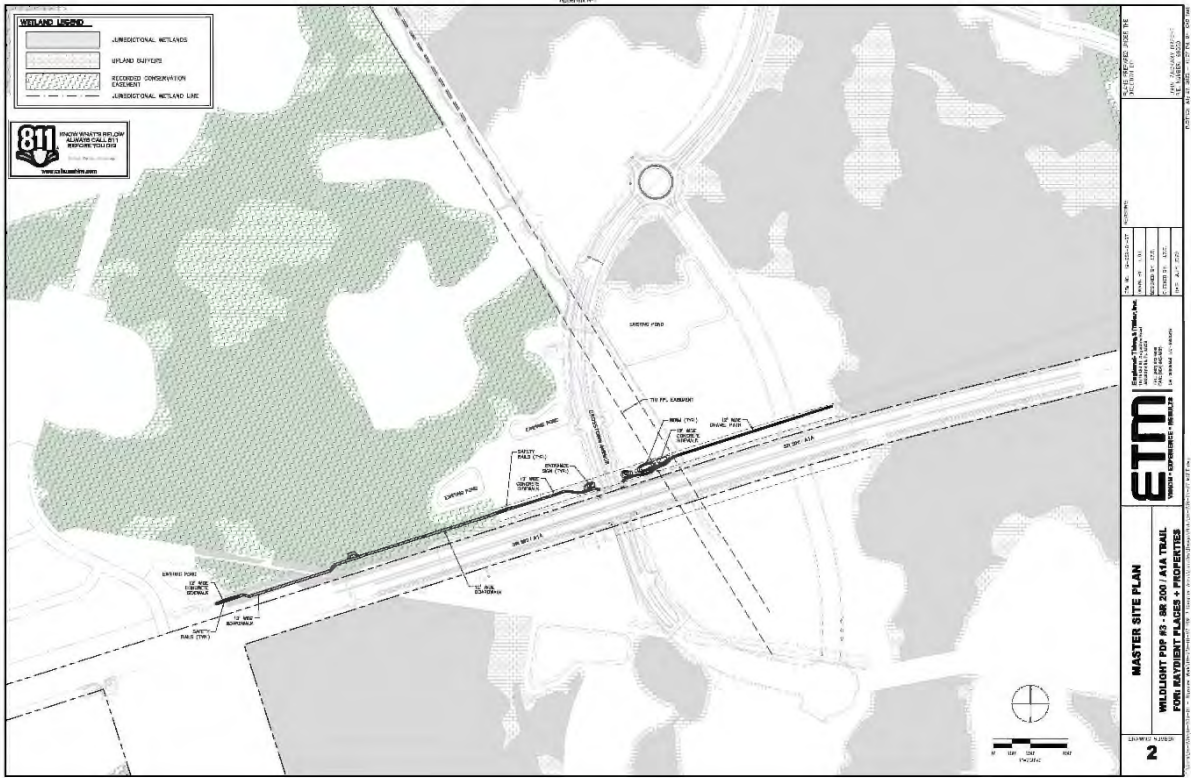
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3	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	
4	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	
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18	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	
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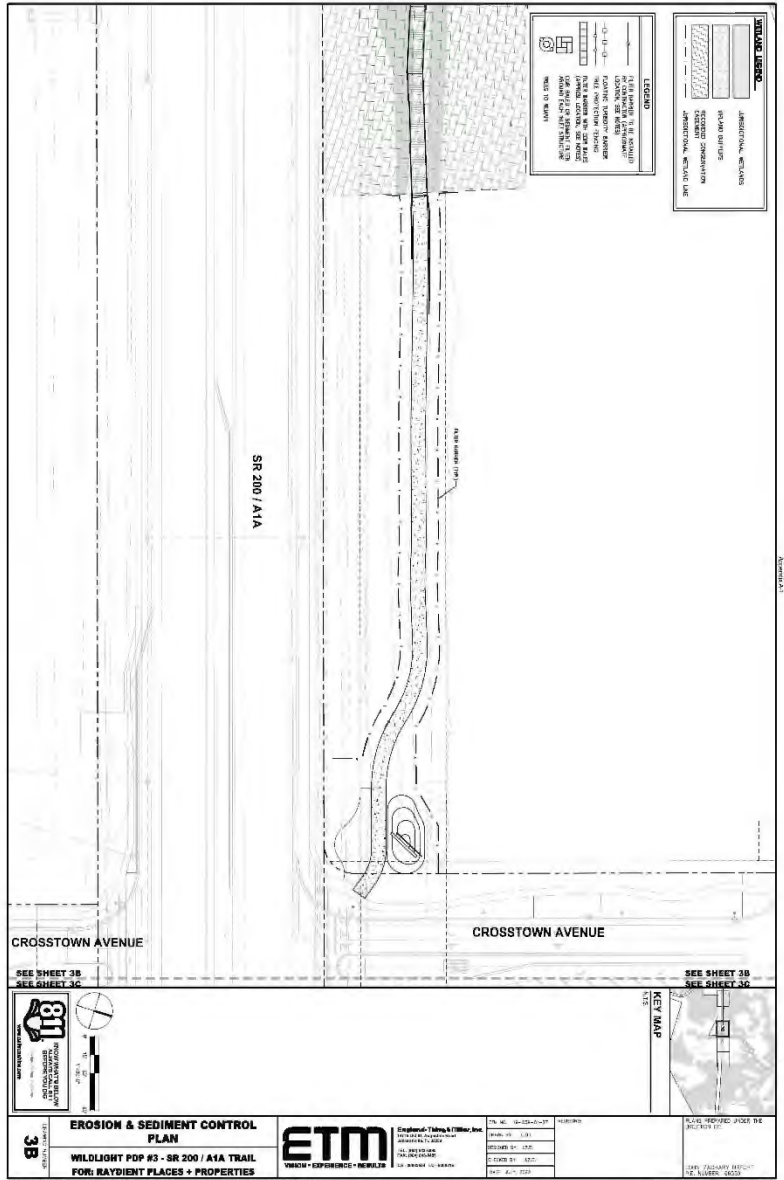
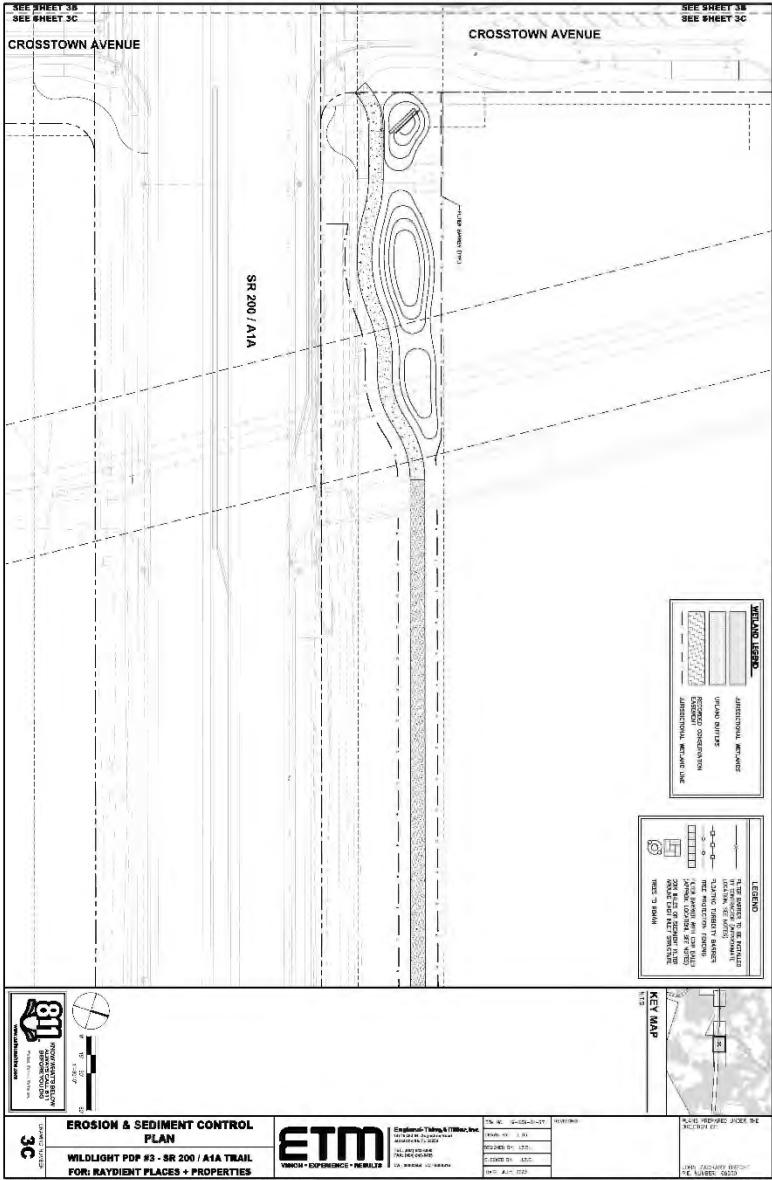
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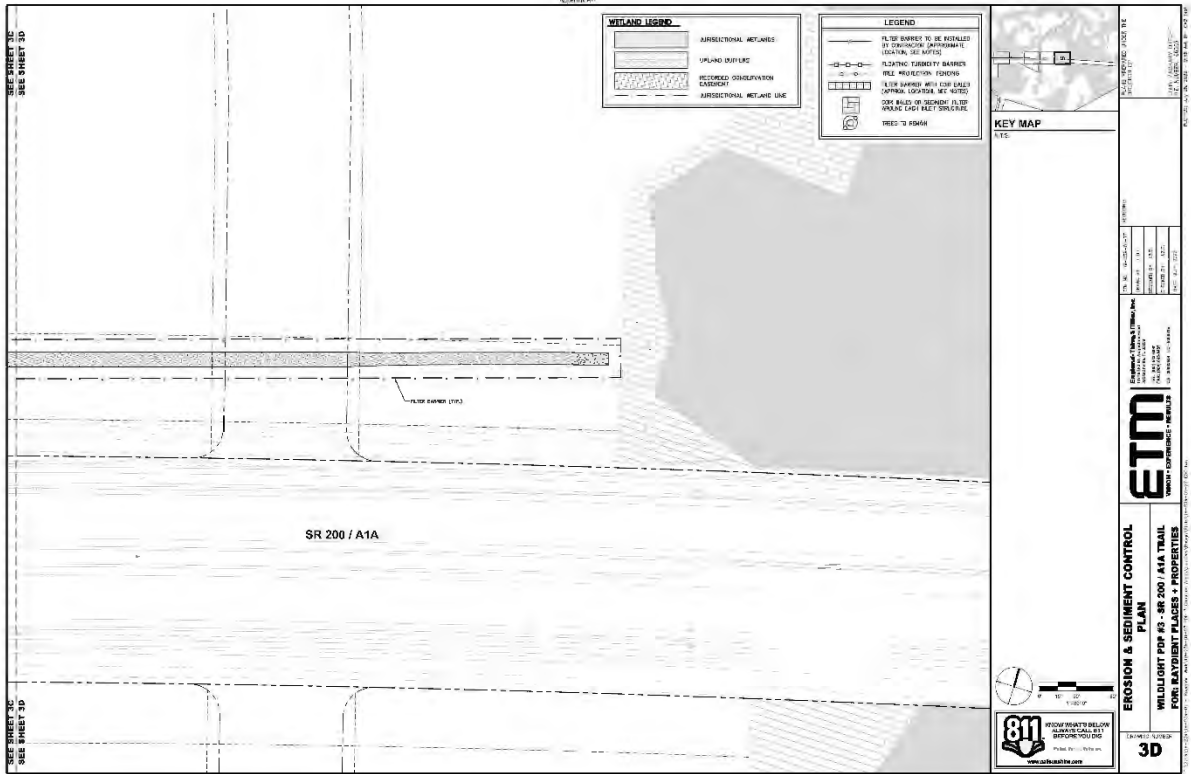
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19	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	
20	01-15-08	ISSUE FOR PERMITS	ISSUE FOR PERMITS	

PROJECT NO: WILDLIGHT PDP #3 - SR 200 / A1A TRAIL
SHEET NO: 1A
DATE: 01-15-08
BY: [Signature]

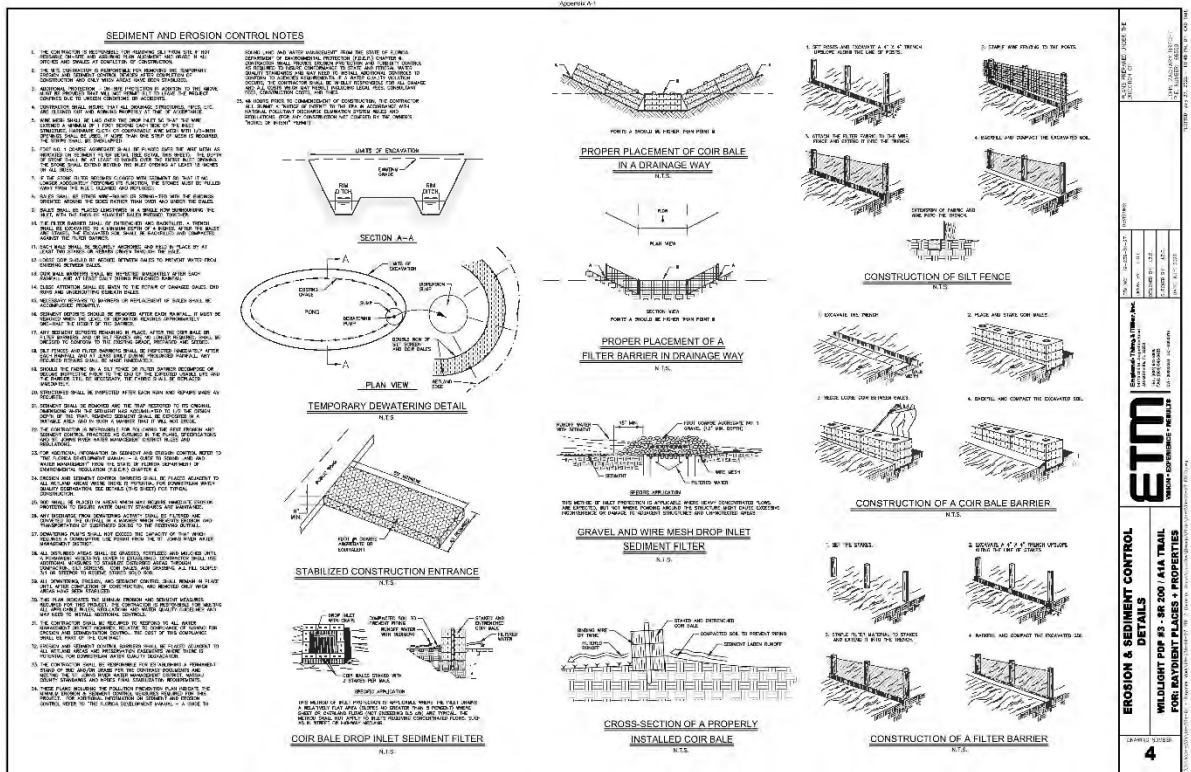
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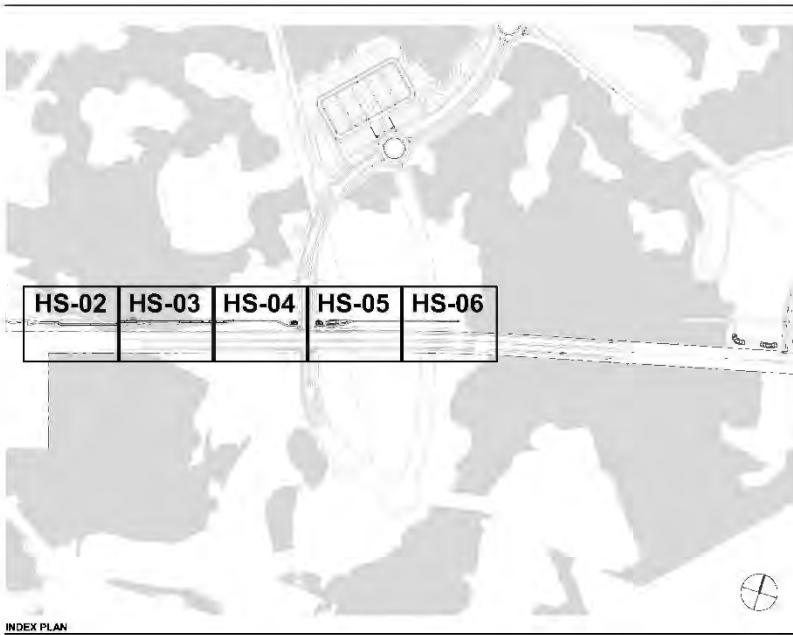


EROSION & SEDIMENT CONTROL PLAN
 WILDLIGHT PDP #3 - SR 200 / A1A TRAIL
 FOR: RAYBENT PLACES & PROPERTIES
 3D



EROSION & SEDIMENT CONTROL DETAILS
 WILDLIGHT PDP #3 - SR 200 / A1A TRAIL
 FOR: RAYBENT PLACES & PROPERTIES
 4

WILDLIGHT PDP #3 - SR 200 / A1A TRAIL HARDSCAPE DESIGN DOCUMENTS



HARDSCAPE SHEET INDEX:

SHEET NO.	GENERAL DESCRIPTION
HS-01	HARDSCAPE COVER SHEET
HS-02	HARDSCAPE SPECIFICATIONS AND NOTES
HS-03	HARDSCAPE PLAN
HS-04	HARDSCAPE PLAN
HS-05	HARDSCAPE PLAN
HS-06	HARDSCAPE DETAILS

ETM
 ENGINEERING TECHNOLOGICAL MANAGEMENT
 10000 W. WINDYBROOK DRIVE, SUITE 100
 FORT WORTH, TEXAS 76134
 (817) 441-1111
 WWW.ETM-FORTWORTH.COM

HARDSCAPE COVER SHEET
 WILDLIGHT PDP #3 - SR 200 / A1A TRAIL
 FOR: HAYBUNT PLACES + PROPERTIES

DATE: 08/14/2024
 DRAWN BY: J. HARRIS
 CHECKED BY: J. HARRIS
 PROJECT NO: 24-0001

BID SET
 CONTRACTOR USE ONLY - NOT TO BE USED FOR CONSTRUCTION
 ALL HARDSCAPE AND PAVING SHALL BE PERFORMED BY THE CONTRACTOR



GENERAL CONSTRUCTION NOTES:

1. All materials shall be installed in accordance with the manufacturer's instructions. The contractor shall be responsible for obtaining all necessary permits and approvals for the project.
2. All materials shall be installed in accordance with the manufacturer's instructions. The contractor shall be responsible for obtaining all necessary permits and approvals for the project.
3. All materials shall be installed in accordance with the manufacturer's instructions. The contractor shall be responsible for obtaining all necessary permits and approvals for the project.
4. All materials shall be installed in accordance with the manufacturer's instructions. The contractor shall be responsible for obtaining all necessary permits and approvals for the project.
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13. All materials shall be installed in accordance with the manufacturer's instructions. The contractor shall be responsible for obtaining all necessary permits and approvals for the project.
14. All materials shall be installed in accordance with the manufacturer's instructions. The contractor shall be responsible for obtaining all necessary permits and approvals for the project.

GENERAL NOTES:

- GENERAL CONDITIONS:**
1. The contractor shall be responsible for obtaining all necessary permits and approvals for the project.
 2. The contractor shall be responsible for obtaining all necessary permits and approvals for the project.
 3. The contractor shall be responsible for obtaining all necessary permits and approvals for the project.
 4. The contractor shall be responsible for obtaining all necessary permits and approvals for the project.
- DESIGN CRITERIA:**
1. All work shall be performed in accordance with the manufacturer's instructions.
 2. All materials shall be installed in accordance with the manufacturer's instructions.
 3. All materials shall be installed in accordance with the manufacturer's instructions.
 4. All materials shall be installed in accordance with the manufacturer's instructions.

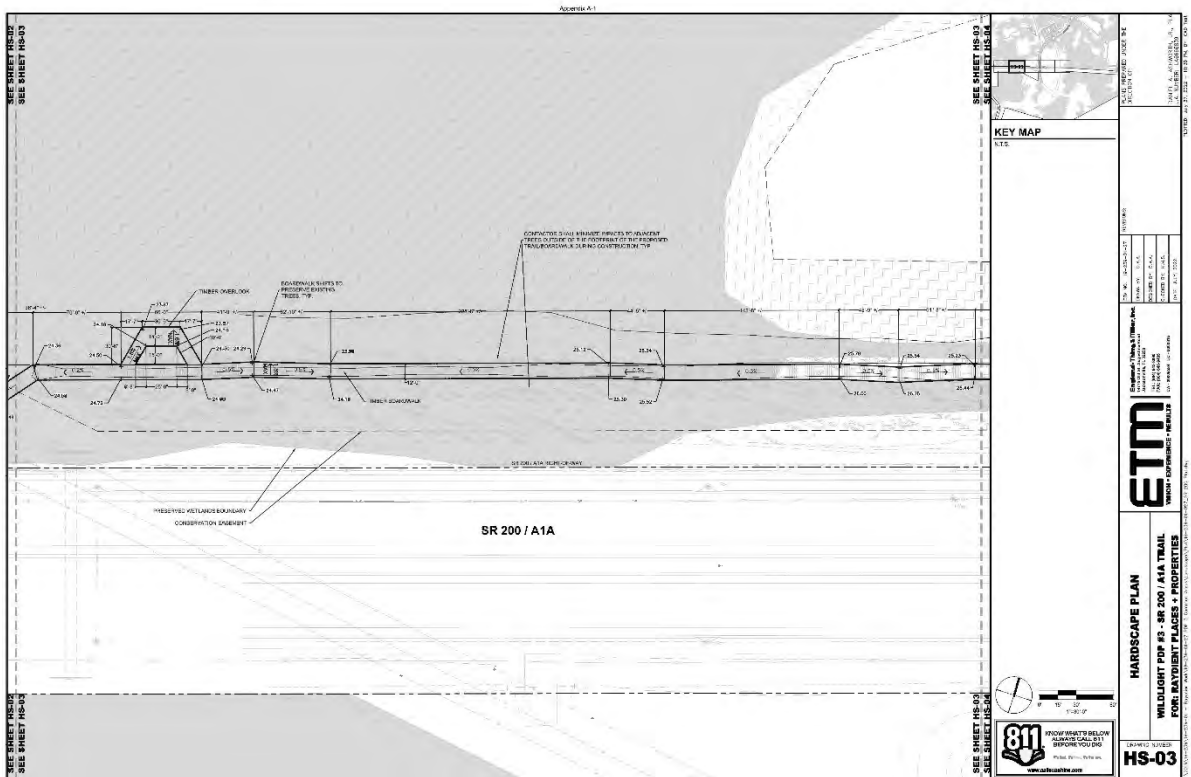
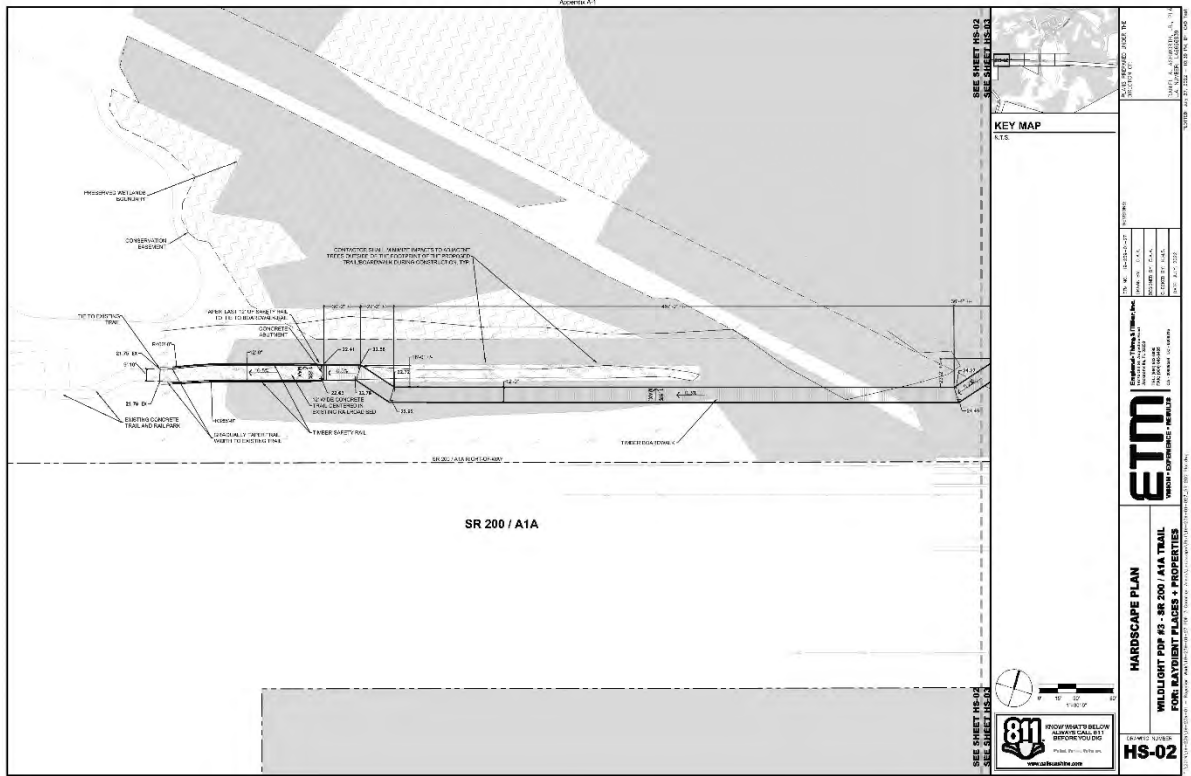
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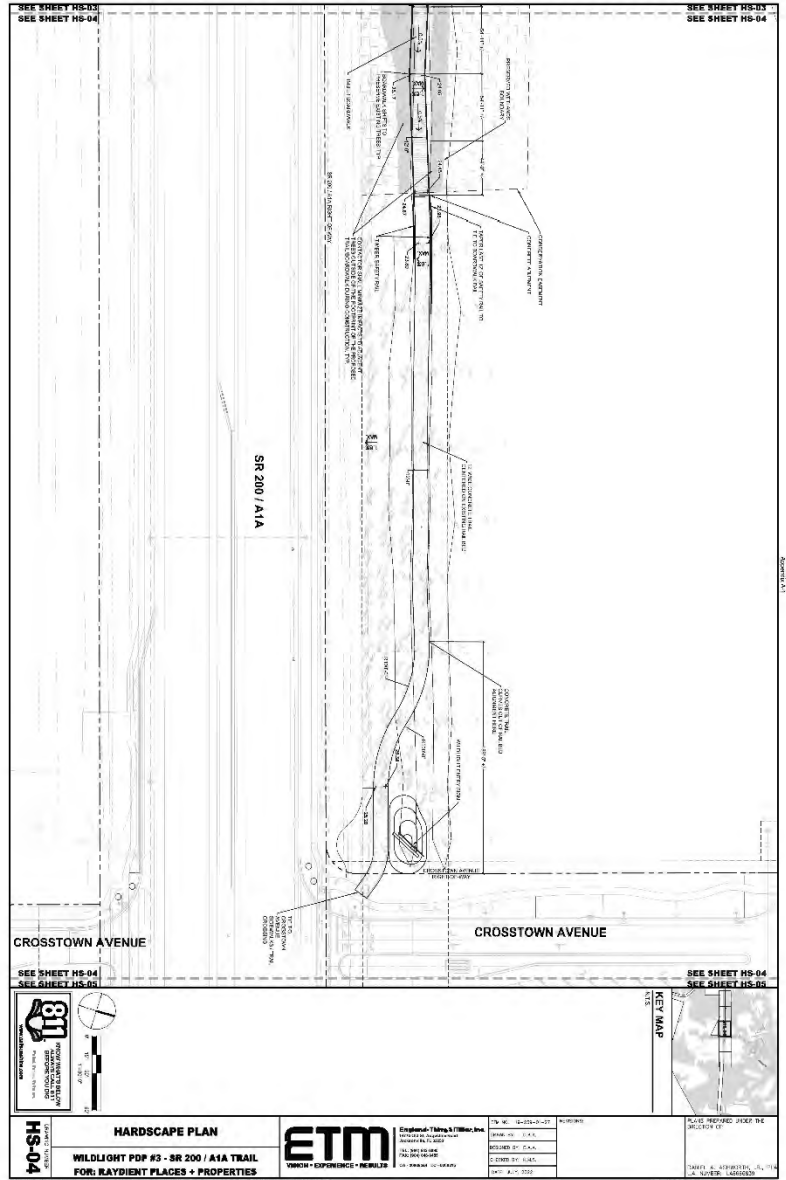
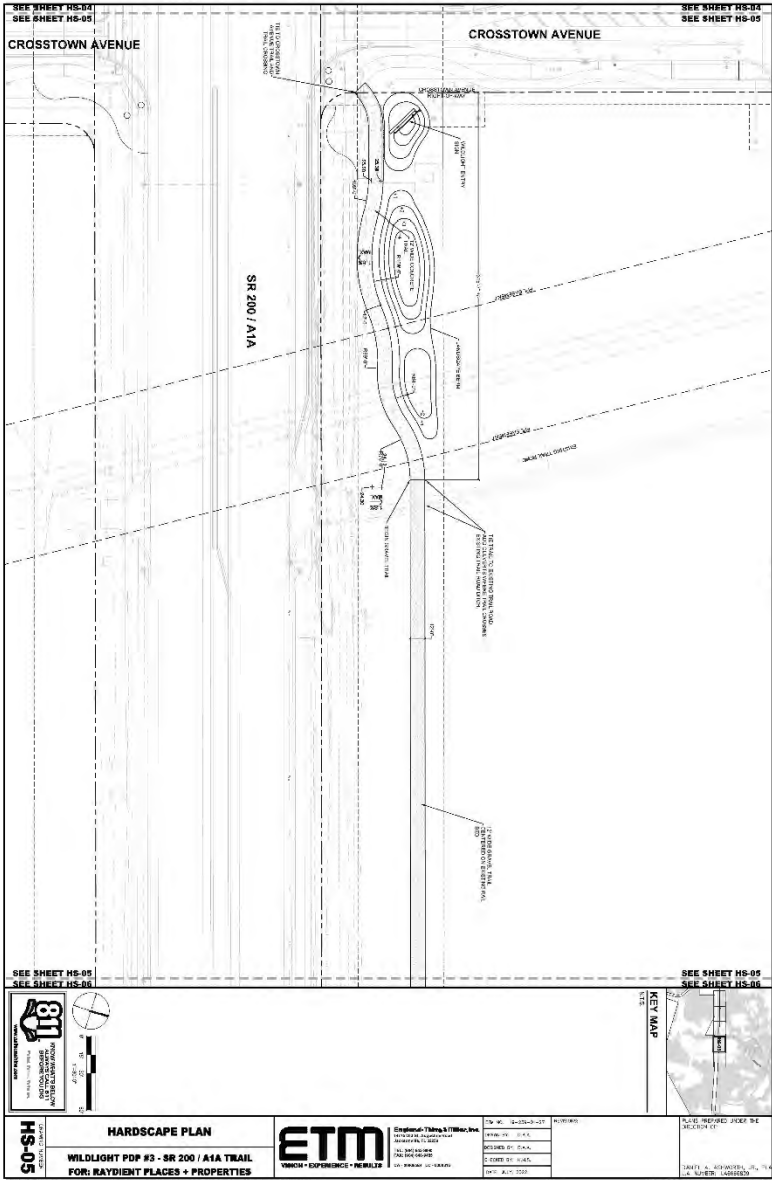
1. All existing concrete shall be removed and replaced with new concrete.
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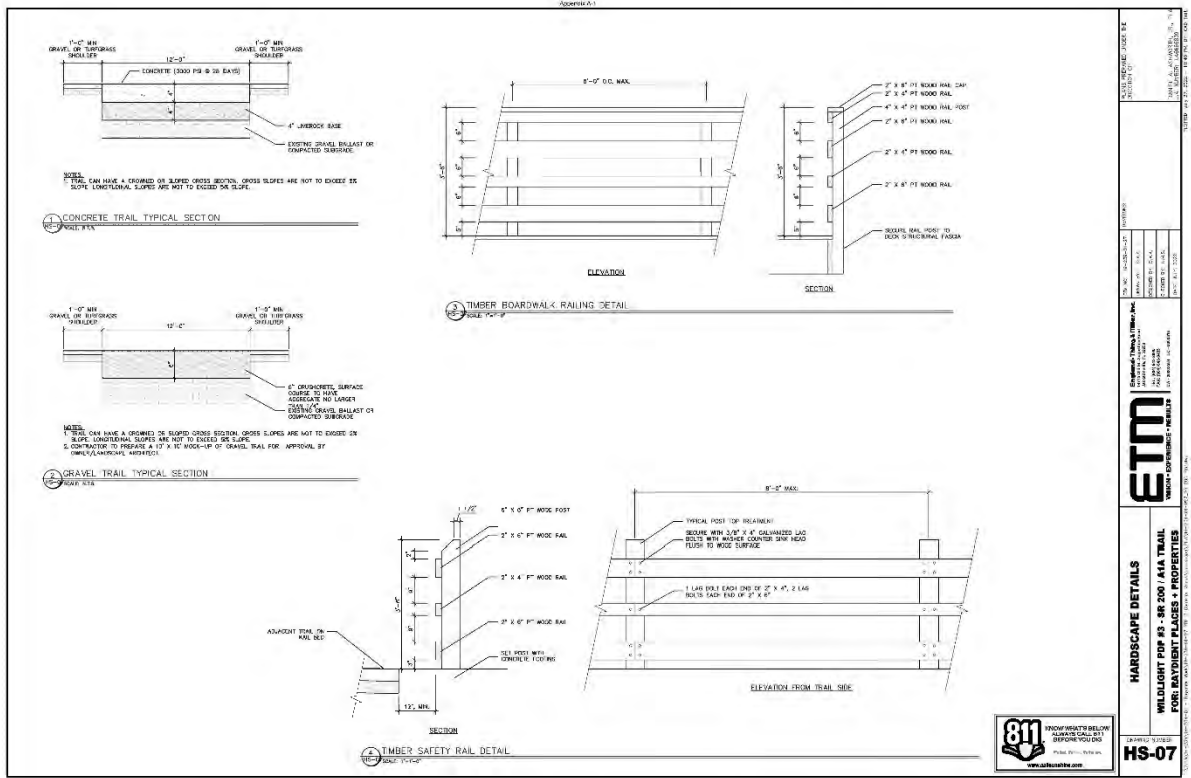
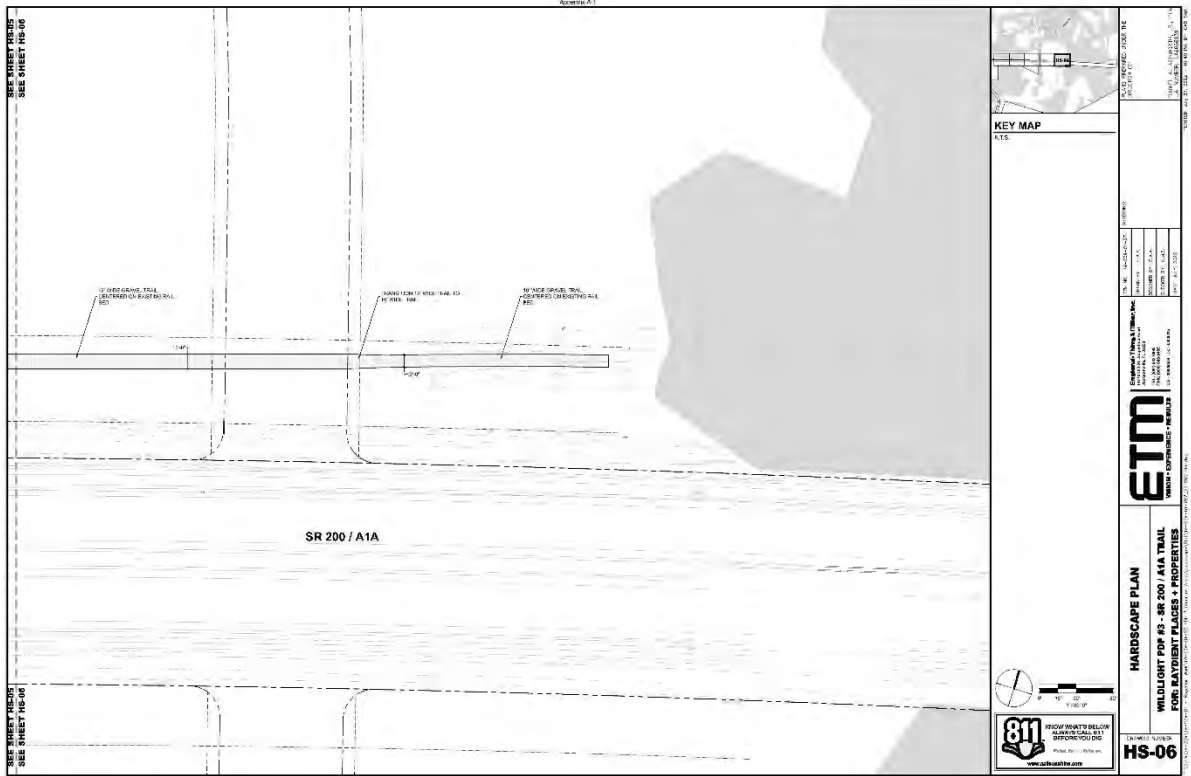
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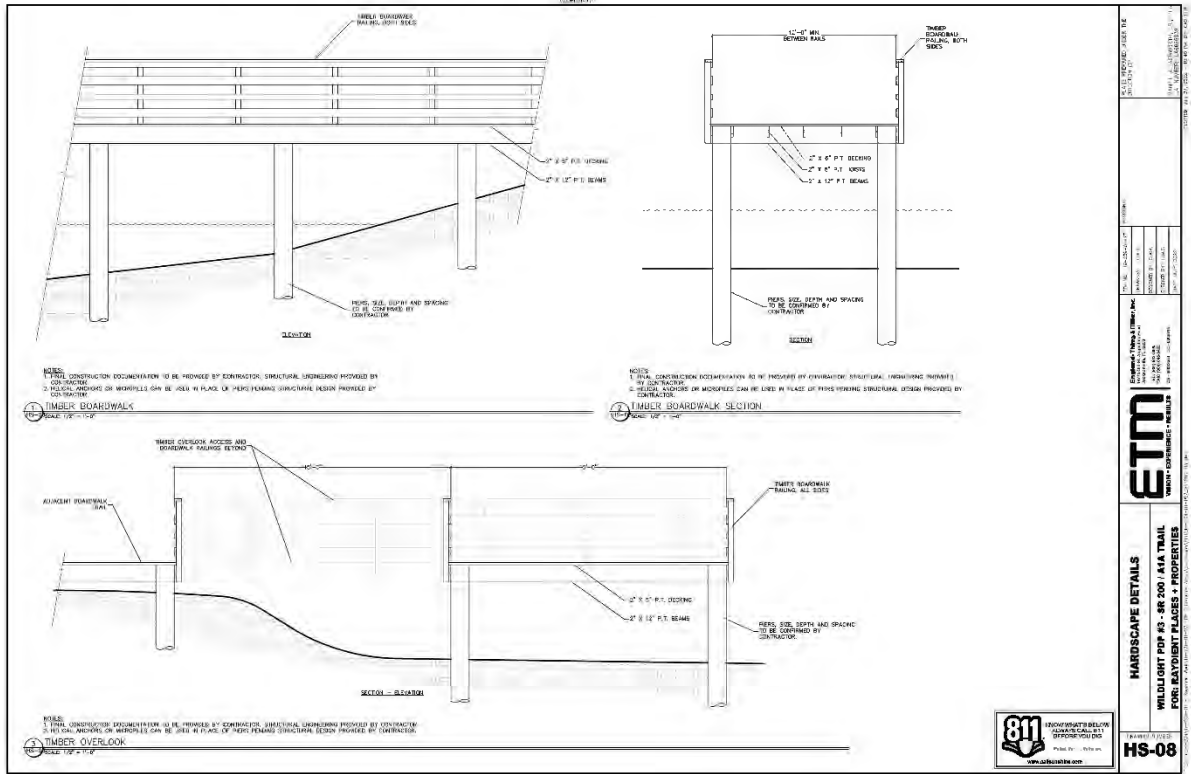
HARDSCAPE SPECIFICATIONS AND NOTES
 WILDLIGHT PDP #3 - SR 200 / A1A TRAIL
 FOR: HAYBUNT PLACES + PROPERTIES

DATE: 08/14/2024
 DRAWN BY: J. HARRIS
 CHECKED BY: J. HARRIS
 PROJECT NO: 24-0001









Appendix B
"Land" or "Lands"

FOREST
Wildlight

BLOCK OR COMPARTMENT
as directed by Purchaser

ZD 78511; RQ 137826; CB-22-00018 - Dockworks of Northeast Florida LLC - JN c081522

**APPENDIX C
GENERAL 2 - INSURANCE FORM**

Contractor must have proof of insurance. Purchaser requirements are as follows:

Additional Insured:

Rayonier Inc. its subsidiaries and subsidiaries thereof
1 Rayonier Way
Wildlight, FL 32097

General Liability (Including: Aircraft Liability Insurance, if applicable, Product Liability/ Completed Operations, Contractual Liability)		
	Each Occurrence	\$ 1,000,000
	Damage to Rented Premises (Each Occurrence)	\$
	Med Exp (Any one person)	\$
	Personal & Adv Injury	\$ 1,000,000
	General Aggregate	\$ 1,000,000
	Products – Comp/Op Agg	\$ 1,000,000
Automobile Liability (Including Owned, Non-Owned and Hired Vehicles)		
	Combined Single Limit (Ea accident)	\$ 500,000
		\$1,000,000 for Washington State Department of Natural Resources, where RTRS or RFR is the buyer or permittee, the auto liability requirement as required by the State
	Bodily Injury (Per person)	\$
	Bodily Injury (Per accident)	\$
	Property Damage (Per accident)	\$
Worker's Compensation	WC Statutory Limits	Statutory
Employer's Liability (1)	Each Accident	\$ 100,000
	Disease (Ea Employee)	\$ 100,000
	Disease (Policy Limit)	\$ 100,000
Loggers Broad Form (Required for forestry) (Logging and Lumbering or Fire and Overcut)	Each Occurrence	\$ 1,000,000

Note: The foregoing minimum levels of liability insurance may be evidenced by a primary insurance policy on or by the combination of primary and umbrella (excess) liability policies.

Evidence of Compliance with Insurance Requirements

Prior to commencing Work or entering property or facilities of Purchaser, Contractor shall secure such insurance as necessary to comply with the foregoing requirements and will provide a Certificate of Insurance evidencing the policies in effect for the duration of the Agreement. Under the Professional Liability Insurance requirements, Architect's and Engineer's coverage will be endorsed to include contractual liability. The Certificate of Insurance will further evidence that **RAYONIER INC. its subsidiaries and subsidiaries thereof** has been **NAMED AS AN ADDITIONAL INSURED** under the General Liability Policy, and that Purchaser will be given thirty (30) days written notice prior to cancellation or material change to any policy evidenced. If the General Liability coverage evidenced is written on a "Claims Made" basis, the certificate will so evidence along with stating the "Retroactive Date" contained in the policy. To be acceptable the "Retroactive Date" must be prior to the commencement of any contract with Purchaser. Waiver of Subrogation language for all policies shall be in favor of "Rayonier Inc. its subsidiaries and subsidiaries thereof". Prior to commencing work, it is required that Rayonier be named as the certificate holder on the liability policies, ensure that broker/agent includes the following certificate holder language:

Rayonier Inc. its subsidiaries and subsidiaries thereof
Insurance Compliance
PO Box 100085 - R7
Duluth, GA 30096

Please email copies of certificates of insurance to: rayonier@ebix.com

IMPORTANT

No contractor or company shall commence Work or enter upon the property or facilities of Purchaser, its Division or Subsidiaries, until a Certificate of Insurance as above discussed has been received by Purchaser

(1) If covered by Washington L&I for workers' compensation, "Stop Gap" coverage must be provided to meet the employer's liability requirement

Rev. 02.03.2022

ZD 78511; RQ 137826; CB-22-00018 - Dockworks of Northeast Florida LLC - JN c081522

APPENDIX D
Rayonier Field Guidance for Small Oil Spill Management during Silvicultural Operations
Contract Handout

In the event of a spill, call your Rayonier Representative, or the Rayonier Environmental Manager, Forestry Practices & Compliance (904.321.5555).

For reporting, please answer the following:

- What was spilled?
- How much was spilled?
- Where was it spilled?
- Has the spill reached any water (flowing or ponded)?
- What have you done to contain the spill?

Spill Response Guidelines:

- For small spills less than 10 gallons and below the Reportable Quantity (RQ) threshold for a given state; absorbent materials in the spill kit can be used to contain and absorb as much of the material as feasible. An absorbent product [RamSorb 1™](#) can be used to absorb petroleum in soil or water. Once clean-up is complete a follow-up treatment of with a bio-remediation product (e.g., [RamSorb 1™](#) or [VeruTEK Spill Eraser™](#)) is recommended. Alternatively, a rate of 8 oz/10ft² of 10-10-10 General Purpose fertilizer can be evenly spread over the spill and worked into the contaminated soil as a bio-remediation treatment.
- In situations where oil is widely dispersed, poses no threat to human health or the environment, and cannot be easily cleaned up, a practical solution may be to leave the material in place to naturally degrade. Bio-remediation products (e.g., [RamSorb 1™](#) or [VeruTEK Spill Eraser™](#)) should be blended into each oil spot to enhance degradation. Alternatively, a rate of 8 oz/10ft² of 10-10-10 General Purpose fertilizer can be evenly spread over the spill and worked into the contaminated soil as a bio-remediation treatment.
- For medium-sized spills (generally >10 gal. & < 25 gal. and below the RQ threshold for a given state); contaminated material must be excavated, placed in plastic bags or a suitable container and disposed of according to the applicable state environmental regulations governing solid waste management.
- Any oil contaminated materials (e.g., used materials from a spill kit) must be placed in plastic bags or a suitable container and disposed of according to the applicable state environmental regulations governing solid waste management.
- Always observe proper safety precautions when handling flammable spill materials.

Proper Disposal of Waste Materials:

Cleaning up small spills will generate oil-contaminated spill kit items and possibly small quantities of oil- contaminated soil. Most municipal landfills will accept small quantities of oil-contaminated material or have a

hazardous materials collection station where small quantities of oil-contaminated waste can be dropped off.

Many state environmental agencies provide lists of licensed recycle contractors and disposal locations.

Note: Per the contract, the contractor is required to have a spill kit with materials adequately equipped to contain materials used or stored on the land.

Appendix E

These are a selection of the Threatened and Endangered species throughout Rayonier's land holdings, there is the potential for other species (region specific) to occur. Your Rayonier Representative will advise you of any additional safeguards which need to be taken or if other Threatened and Endangered Species have the potential to be present in your activity area.

In the event you observe threatened or endangered species on Rayonier lands, you are required to report such sightings to Rayonier as soon as reasonably possible. To report, call your Rayonier Representative, or the Rayonier Manager, Sustainable Forestry (904.321.5555).

For reporting, please answer the following:

- What was observed?
- When was it observed?
- Where was it observed?
- How is the location accessed?

Eastern indigo snake

The eastern indigo snake has even blue-black dorsal and lateral scales, with some specimens having a reddish-orange to tan color on the throat, cheeks, and chin. This snake received its common name from the glossy iridescent ventral scales which can be seen as blackish-purple in bright light. This smooth-scaled snake is considered to be the longest native snake species in the United States. Unlike many snakes, mature male indigo snakes are slightly larger than females. A typical mature male measures (7.0–7.7 ft), whereas a mature female typically measures around (6.6 ft) in length. The indigo snake tends to be associated with burrows of the gopher tortoise. **Avoid damaging visible burrows and conducting activities in concentrated burrow areas. Report any observations of the indigo snake.**



Red-cockaded Woodpecker

The Red-cockaded Woodpecker nests only in live pines, though it often selects ones that are infected with the red heart fungus. The fungus softens the wood and allows the woodpecker to dig out a cavity. The live pine tree then "bleeds" pitch around the nest hole. The heavy flow of gum helps keep tree-climbing snakes away from the nest. **When bird activity or cavities are observed, shut down operations and report sightings.**



Appendix E

Gopher Tortoise

Gopher tortoises have shovel-like front legs that help them to dig, and their back legs are strong and sturdy. As with all tortoises, the undersides of males' shells are concave, distinguishing them from females. Male gopher tortoises also have longer tails than females and extended shells under their chins that they use for ramming or butting; females tend to be larger in size. As adults they are mostly brownish gray with a yellowish, tan underside. In hatchlings, they are bright yellow with brown edges. The burrow appears to resemble a half-moon in shape, has an open sandy area in front of the burrow, called the apron and is often used by the female tortoises for a nest site. **Avoid damaging visible burrows and conducting activities in concentrated burrow areas.**



Gopher Tortoise burrow opening



Mature Gopher Tortoise



Gopher Tortoise Hatchling

Bald Eagle

Although the Bald Eagle was removed from the Federal Endangered Species List in June, 2007, it is still protected under the USFWS National Bald Eagle Management Guidelines – May 2007. Bald eagle nests are among the largest nests of all birds. Bald eagle nests are typically 5-6 feet in diameter and 3 feet tall. **Report observations of active or inactive nests.**



Wood Stork

As of June 26, 2014 the Wood Stork is classified as a threatened species by the U.S. Fish & Wildlife Service. The wood stork is a broad-winged soaring bird that flies with its neck outstretched and legs extended. It forages usually where lowering water levels concentrate fish in open wetlands; and favors cypress trees in marshes, swamps. Often the wood stork will be found in large numbers in these locations. **When concentrated bird activity is observed shut down operations and report sightings.**



Appendix E

Louisiana Pine Snake

As of April 6, 2018 the Louisiana Pine Snake is classified as a threatened species by the U.S. Fish & Wildlife Service. The Louisiana Pine Snake color is buff or lion-like yellow with dark brown blotches and spots that are very similar throughout the body. The marking patterns are visibly different from one end to another. The neck region is "busier", the dark reticulates and blends more with the lighter coloration. Towards the mid-body, the dark markings become more distinct and contrasting, and continue to be more distinct toward the tail, yet reduced in marking thickness. The snakes can be observed in a black or red phase. Furthermore, the very pointed head may only be marked slightly with some small dots and a faded bars. A typical mature snake measures 3-4 ft. Seasonally, Louisiana pine snakes were most active between March May and fall (especially November). They are least active during hibernation in December February, and in summer (especially August). The Louisiana pine snake tends to be associated with burrows systems of the Baird pocket gophers. **Avoid damaging visible burrows and conducting activities in concentrated burrow areas. Report any observations of the Louisiana Pine Snake.**



Louisiana Pine Snake in two color phases: Black phase and Red phase.

Contract No. CB-22-00019

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT § 15-48-10, ET. SEQ, CODE OF LAWS OF SC, 1976 AS AMENDED.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") made and entered into August 15, 2022, ("Effective Date") is by and between Wildlight LLC, a Delaware limited liability company, representing and acting on behalf of its affiliates and/or subsidiaries, with a business address at 1 Rayonier Way, Wildlight, FL 32097, hereinafter called "Purchaser", and Dockworks of Northeast Florida LLC, a Florida limited liability company, authorized to do business in the state in which services are being performed hereunder, whose business address is 417 Stowe Avenue, Unit B, Orange Park, FL 32037, hereinafter called "Contractor".

In consideration of Contractor's performance of the services described in this Agreement and all of the agreements hereinafter set forth, Purchaser and Contractor agree as follows:

- 1.0 SCOPE OF WORK Contractor shall perform the services described in Appendix A attached hereto and incorporated herein, and shall furnish at its sole expense all labor, supervision, materials, supplies and equipment necessary to complete the services in a timely and workmanlike manner, in accordance with the terms of this Agreement and the specifications set forth in Appendix A ("Work").
- 2.0 RIGHT TO ENTER AND PERFORM THE WORK FOR COMPENSATION Purchaser grants Contractor the right to enter certain real property described and/or depicted in maps attached as Appendix B, hereinafter called "Land" or "Lands".
- 3.0 AGREEMENT PRICE Contractor agrees to fully perform to completion, according to the terms, conditions, and specifications of this Agreement, all Work required hereunder.
 - 3.1 Fee. Purchaser shall pay Contractor for the Work performed under this Agreement based on:

The construction and installation of Wildlight PDP #3 Amenity Docks and Radius Timber Outlook at Parcel B, as per the attached Appendix A.

During the Term of this Agreement, Contractor may be requested to use various equipment belonging to Purchaser, including, but not limited to forklifts, truck, hoses, and pumps, as needed, at the hourly rate set forth above.
 - 3.2 Expenses.

Purchaser will not pay expenses incurred in the performance of Contractor's Work hereunder.
 - 3.3 Expenditure Limit. The total cost for all Work performed under this Agreement (including expenses, if applicable) shall not exceed \$163,500.00 and Purchaser shall not be obligated to pay Contractor any amount in excess thereof without advance written approval from Purchaser.
- 4.0 TERM The term of this Agreement shall be for the period commencing on the Effective Date and ending on August 31, 2023 (the "Term"), unless earlier terminated as set forth in this Agreement.
- 5.0 TIME IS OF THE ESSENCE Time is of the essence in the performance of this Agreement. Contractor agrees to diligently and continuously carry on its operations until all Work has been completed satisfactorily and accepted by Purchaser. Contractor's Work progress will be periodically reviewed by Purchaser.
- 6.0 PAYMENTS Subject to the fulfillment of all terms herein, Contractor shall invoice Purchaser for all Work performed hereunder. Payment for conforming Work will be made within thirty (30) days of Purchaser's receipt of a correct invoice. At reasonable times and upon reasonable notice, Purchaser shall have the right, at its expense, to inspect Contractor's books, contracts, and records which are relevant to Purchaser's payments under this Agreement.

ZD 78513; RQ 137924; CB-22-00019 - Dockworks of Northeast Florida LLC - JN c081522

7.0 **RIGHT OF ENTRY** Purchaser grants to Contractor the right to enter upon the Lands at any and all times during the Term with tools, wagons, carts, trucks, personnel and equipment necessary for the fulfillment of this Agreement, together with the right to use all of the roads on the Lands, and any other lands of Purchaser or lands of others over which Purchaser has the right to grant Contractor access to the Lands near or adjacent to the Lands, to the extent that such use is necessary for the performance of the Work. **Contractor acknowledges that others have been given permission to enter the Lands including hunting club members who may be upon the Lands with weapons to hunt and timber vendees who may be upon the Lands to harvest timber and other forest products with men and machinery.** Purchaser further grants to Contractor the right to erect temporary structures upon the Lands. Contractor shall have and is hereby granted the right (in accordance with Article 493 of the Louisiana Civil Code and the applicable laws of other states) at any time during the term hereof and for ninety (90) days thereafter, to remove any and all machinery, equipment and other property of Contractor, whether or not so fixed to the Lands as to be regarded in law as a part of the Lands, provided that the Lands and other property are not damaged as a result of such removal, and if so damaged, they shall be repaired and restored to their original state by Contractor at its expense. Trucks, tractors, and other equipment shall be parked to the side of the roads to allow access to through traffic at all times. In the event Contractor does not remove its equipment within the time specified, Purchaser shall have the right to treat the equipment remaining on its Lands as abandoned property, remove it from the Lands, and sell the equipment on commercially reasonable terms. The proceeds of any sale of the equipment shall be applied first to the cost of removal and sale of the equipment and any balance remaining paid to Contractor.

Purchaser expressly reserves all other rights relating to use of the Land, subject only to the grant of use set forth above.

8.0 **INDEPENDENT CONTRACTOR** Contractor is acting in the capacity of an independent contractor. The relationship of the parties under this Agreement will not constitute a partnership or joint venture. Nothing herein shall be construed to create the relationship of employer and employee or principal and agent. Contractor will have no right, power or authority to act for Purchaser or to represent or bind Purchaser as to any matters. Contractor will not attempt to enter into any agreements, commitments, or incur any debt or liability of any nature in the name of or on behalf of Purchaser. Contractor has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all Work under this Agreement, its employees, and permitted subcontractors. Contractor shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of itself, its employees, subcontractors and representatives. Contractor shall report to Purchaser's company representative(s) ("Company Representative(s)"). During the term of this Agreement the Company Representative shall be notified prior to entry or commencement of any Work conducted on the Lands. Purchaser reserves the right to have the Company Representative or other employees present in or around the approximate area where Contractor is operating for the purpose of auditing this Agreement and performing non-Agreement activities. The presence of such Company Representative(s) or Purchaser employees, in and of itself, shall not be deemed to be direction, supervision nor acceptance of Work performed or being performed by Contractor. Purchaser's Company Representative will assure compliance with this Agreement solely through verbal and/or written communications to either Contractor or Contractor's designated representative.

9.0 **PROTECTION OF PROPERTY, PEOPLE AND PURCHASER** Throughout the performance of the Work hereunder, Contractor shall:

- A) take extreme precautions against the possibility of fire, contamination, or tainting of the Land and property adjacent thereto resulting from the Work and exercise reasonable care to avoid breakage and damage to the timber or other physical assets thereon and adjacent thereto;
 - a) at all times maintain necessary and adequate protection for the safety of its agents, employees, contractors, and subcontractors, and as to the Work, all other persons present at or close to the Work site, and conduct its operations in a careful and workmanlike manner;
 - b) maintain on-site supervision of the Work to ensure performance hereunder, and to ensure the safety of all workers performing the Work;
 - c) be accessible at the address set forth in this Agreement to receive notice of violations of regulations or laws, or default of contractual terms and take immediate corrective measures;

- d) be responsible for any damage or injury, including death, attributable in whole or in part to violations of law, applicable statutes and government regulations by Contractor; or act(s) of negligence or any other acts or omissions of Contractor, its agents, employees, contractors or subcontractors in performing the Work;
- e) immediately repair any fence, cable, gate or improvement which is damaged during Contractor's operations;
- f) require its agents, employees, contractors and subcontractors to wear highly visible hard hats and clothing, which at a minimum complies with applicable state hunting regulations for hunters, or those accompanying hunters, when outside of vehicles and, for Work performed in the State of Washington, use citizen band radios and headlights on access roads at all times;
- g) leave all road surfaces, ditches and culverts free and clear of slides, slash, and other debris created by the Work;
- h) not remove any logs or timber or otherwise cut firewood for personal use, whether merchantable or not, unless Contractor receives prior written approval from Purchaser. Any unauthorized removal shall be deemed a default under this Agreement and subject to immediate termination at Purchaser's discretion; and
- i) execute any agreements with, and/or pay any deposits to, Purchaser relating to keys to gates, or other access or security measures on the Lands.

10.0 **FIRE SUPPRESSION AND PROTECTION** Contractor shall conduct its operations in a manner to prevent fire on the Lands, including but not limited to, no camp fires. Contractor shall comply with all federal, state and local laws and regulations pertaining to fire protection and suppression.

For Work performed in the State of Oregon, Contractor shall comply with the terms of the Oregon Forest Practices Act (including all rules, regulations, and orders issued under its authority) ("OFPA") and the terms of Oregon Revised Statutes ("ORS") Chapter 477, including all rules and regulations rendered in connection with and under the authority of such laws.

For Work performed in the State of Washington, including, but not limited to, logging, land clearing, or other land-based Work that involves any heavy machinery or combustion engines, Contractor shall:

10.1 At all times from April 1 to October 15, and other times upon request of Purchaser, furnish and maintain on each operation:

- A) For each passenger vehicle used for industrial or commercial operations:
 - i. A filled and operable fire extinguisher of at least a 5BC rating; and
 - ii. An approved exhaust system.
- B) For each portable power saw:
 - i. A chemical fire extinguisher of at least eight ounce capacity, fully charged and in good working order. The fire extinguisher shall be kept in the immediate possession of the operator;
 - ii. An approved exhaust system;
 - iii. A shovel, which shall be kept within two minutes round-trip of the operator; and
 - iv. A firewatch.
- C) An instrument measuring the relative humidity of the air within two per cent accuracy.
- D) A tank truck of at least 500 gallon capacity, full of water, with a suitable pump of at least 50 g.p.m. capacity at 150 P.S.I. and sufficient 1-1/2 inch hose (at least 500 feet) fittings and nozzles, to reach all parts of the setting.

10.2 Suspend all operations (except fire prevention suppression and control) whenever the relative humidity is 30 percent or lower, or when Purchaser determines suspension is necessary because of excessive amounts of flammable debris, low humidity, low fuel moisture content, high wind or temperature, combinations of such conditions, or other fire risks. Suspended operations shall not resume until authorized by Purchaser.

- 11.0 **INDEMNIFICATION** Contractor agrees to defend, indemnify and hold harmless Purchaser, its affiliated or related companies, and their officers, agents, and employees from and against any and all costs, losses, damages, expenses (including reasonable attorneys' fees, governmental penalties or fines imposed on Purchaser or its affiliated or related companies and their officers, agents, and employees as a result of Contractor's actions or inactions) or liability, of every character whatsoever, including but not limited to, any real or personal property damage or personal injury or death, arising out of or relating to (a) the negligent, willful or unauthorized acts of Contractor, its subcontractors or employees, (b) Contractor's performance of the Work, or breach of this Agreement, (c) any violations of or noncompliance with any laws, regulations, ordinances or permits by Contractor, its employees or subcontractors, including but not limited to, state forestry or forest practice regulations, and (d) any fire or accident caused by Contractor or its operations. Contractor explicitly and expressly waives any limitation of liability or immunity from suit with respect to injuries to employees of Contractor which may be extended to Contractor under any applicable workers' compensation statute or similar law, including but not limited to the Oregon Workers Compensation Act (ORS Chapter 656 and all rules and regulations under its authority), if applicable, the South Carolina Workers Compensation Law, if applicable; and the Industrial Insurance Act, Title 51, RCW, where applicable, or judicial decision with regard to actions against Purchaser and agrees to assume liability for actions brought by its own employees against Purchaser. Contractor acknowledges that the foregoing waiver was mutually negotiated by the parties.
- 12.0 **ENVIRONMENTAL CONDITIONS**
- 12.1 **Environmental Control.** Contractor shall regularly remove all trash, cans, bottles, garbage, petroleum products, or materials of any kind left on the Lands relating to the Work, whether as a direct or indirect result of its operations. Under no circumstances whatsoever will any carcinogenic, controlled, toxic or hazardous substance or material ("Materials"), or a container presently or formerly holding such substance(s), be permitted to drain or percolate on or into, or be stored, dumped, buried, or otherwise contaminate, taint, or affect the Lands, or any land adjacent thereto. Contractor will have a spill kit on site that is adequately equipped to contain Materials used or stored on the Land. Oil or other contaminants removed during the servicing process must be contained, removed from the Lands immediately and disposed of properly as set forth in the Rayonier Field Guidance for Small Oil Spill Management Contract Handout (Appendix "D"). Garbage shall not accumulate on site, nor shall garbage be buried in slash or in the ground. In addition to the cost of removal, a fee of \$500.00 for petroleum products and a fee of \$250.00 for other garbage may be assessed per incident for failure to comply.
- 12.2 **Assurances.** There shall be no obligation or requirement upon Purchaser to monitor Contractor's environmental management of the Work sites upon the Land or otherwise; however, if under any form of law, ordinance, regulation or standard in effect at the inception of this Agreement, or arising during the term, Purchaser should have cause to be concerned about Contractor's existing or continued compliance with any environmental laws, codes, regulations or standards then in effect which could in any manner affect the usefulness, usability, or marketability of the Lands or property adjacent thereto, then Purchaser at its discretion may require additional assurance as Purchaser may deem appropriate to the risk, offense, or potential therefore, which may take the form of bonding, certified professional audits or opinions, insurance, indemnity, removal of all or portions of any waste deposited, construction of monitoring systems, leachate collection and treatment system(s), or such other technical, legal or financial, or mixed, forms of assurance as may reasonably relate to solving, remediating or minimizing the impact of the situation.
- 12.3 **Threatened or Endangered Species.** Contractor shall make an effort to eliminate/minimize the spread, transport to other non-infected areas and otherwise disturb any areas identified by Purchaser to contain non-native invasive species. In the event Contractor observes any species listed as threatened or endangered under the Endangered Species Act, Contractor shall promptly report such sightings to Purchaser and shall immediately suspend Work on the affected portion of the Lands. Appendix "E" (Identification Guide for select Threatened and Endangered Species) provides guidance for some select threatened and endangered species which have the potential to be present on the Lands. Purchaser shall then consult with the appropriate regulatory agencies to determine whether Work can continue and what restrictions on Work may apply.
- 13.0 **CONFIDENTIALITY** Contractor shall not disclose any information regarding the terms of this Agreement or any of Purchaser's information disclosed to Contractor ("Confidential Information") to any third party without Purchaser's prior written consent. During the Term and for a period of three (3) years thereafter, Contractor, its agents, employees, contractors and subcontractors will maintain the confidentiality of all Confidential Information. Contractor will use at least the same degree of care to safeguard and to prevent disclosing the Confidential Information to third parties as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss or alteration of its own information of a similar nature, but not less than reasonable care.

14.0 COMPLIANCE WITH LAWS, ACTS, AND REGULATIONS

- 14.1 Forestry, Logging, Fire, and Safety Laws and Regulations. Contractor agrees to carry on its operations hereunder in strict compliance with all federal, state and local laws, regulations, rules and ordinances for the location of the Lands ("Laws"), including but not limited to, Laws relating to logging, forestry, fire prevention, hydrology, safety, environmental protection (including but not limited to the OFPA, ORS Chapter 477., and the Washington Forest Practices Act), threatened and endangered species and requirements for licensing or certification of equipment or operators. Contractor further agrees to comply with any additional fire prevention and forestry management practices and policies, and any other measures which Purchaser may reasonably specify. Any additional costs assessed against Purchaser for Contractor's violations of the Laws, including but not limited to, the OFPA, ORS Chapter 477, the Washington Forest Practices Act or Washington Hydraulic Project Approval violations, may be charged back to Contractor at Purchaser's discretion. Contractor shall immediately report to Purchaser any sightings of threatened or endangered species on the Lands. Appendix "E" (Identification Guide for select Threatened and Endangered Species) provides guidance for some select threatened and endangered species which have the potential to be present on the Lands.
- 14.2 BMP Compliance. Contractor agrees that all activities shall in all respects comply with all Best Management Practices (BMPs) for forestry and wildlife promulgated by the forestry commission or agency for the state in which the Work is located, along with any additional BMPs specified within this Agreement or subsequently adopted by Purchaser and made known to Contractor.
- 14.3 Certifications and Licenses. Contractor, its agents, employees, contractors and subcontractors shall have all necessary certifications, licenses, permits, plans, notices, and approvals required to carry out the performance of the Work, to include a *Sustainable Forestry Initiative (SFI)*SM accredited certification, when applicable, from a logging professional program, and shall provide a copy of all certifications and licenses to Purchaser upon request. Contractor shall be responsible for insuring that all licenses and certifications are valid and shall assume all costs incurred.
- 14.4 Unemployment Compensation, Social Security, and Income Tax Laws. Contractor agrees to and does accept exclusive responsibility with respect to employment of all persons in the Contractor's performance of the Work, including employment of subcontractors and/or persons employed by subcontractors, for the performance of any and all obligations imposed upon employers under any unemployment compensation, pension, social security, income tax or other similar and applicable federal or state laws, and Contractor agrees to comply fully with and to make all returns required by any and all such laws, and agrees to defend, indemnify and hold harmless Purchaser and its affiliated or related companies against any cost, loss, liability or obligation which those indemnitees may sustain or incur by reason of the failure of Contractor, or any subcontractor employed by Contractor to perform any of the undertakings stated in this paragraph. Contractor agrees to qualify immediately, and will require all of its subcontractors to qualify, and remain qualified for the term of this Agreement as an employer or employers under any and all such laws.
- 14.5 Worker's Compensation Act. Contractor shall abide by and comply with all provisions of the Worker's Compensation Act, medical aid and other industrial insurance laws of the state where the Lands are located, and will make all payments, contributions and other remittances and all reports, returns and statements required of employers under said laws. Contractor further unconditionally guarantees full compliance with said laws by any subcontractor or person employed by Contractor or with whom Contractor may make any contract for the performance of any of the Work hereunder. Contractor agrees to defend, indemnify and hold harmless Purchaser and its affiliated or related companies against any cost, loss, liability, obligation or lien which may arise as a consequence of or grow out of any failure by Contractor or any such subcontractor or any other person to comply fully with said laws. Contractor agrees to qualify immediately, and will require its subcontractors to qualify, and to remain qualified for the term of this Agreement as an employer or employers under all such laws. Contractor shall deliver to Purchaser, before any Work is begun, satisfactory evidence and certificates showing compliance by Contractor with said law(s).
- 14.6 Wages and Hours Act. Contractor agrees to comply with and abide by the Fair Labor Standards Act of 1938, as amended, and any similar Federal or State laws now in force or which may hereafter become effective or be enacted, and agrees to indemnify, defend and save and hold Purchaser and its affiliated or related companies harmless from all loss, liability, or damages by reason of the failure of Contractor or those employed by Contractor to comply with said laws.

14.7 Migrant and Seasonal Agricultural Worker Protection Act (MSPA):

- Contractor hereby represents and warrants that no manual, ground-based laborers will be utilized in the performance of this Agreement. Contractor, however, agrees to comply with and abide by the Migrant and Seasonal Agricultural Worker Protection Act (MSPA) and any similar federal and state employment laws now in force or which may hereafter become effective or be enacted to the extent such law is applicable to the Contractor, and Contractor agrees to save and hold Purchaser harmless from all loss, liability, or damages by reason of the failure of Contractor or those employed by Contractor to comply with said law or laws.

- Contractor agrees to comply with and abide by the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), as amended, and any similar Federal or State laws now in force or which may hereafter become effective or be enacted. Contractor further agrees to defend, indemnify and save and hold Purchaser and its affiliated or related companies harmless from all loss, liability, or damages by reason of the failure of Contractor to comply with said laws including, but not limited to, any claim by Contractor's employees against Purchaser or any fine imposed on Purchaser by virtue of Contractor's failure to comply with any MSPA rule or regulation.

Contractor shall submit to Purchaser, no later than at the time of the execution of this Agreement, a copy of Contractor's CERTIFICATE of MSPA REGISTRATION which is current and authorizes the activity for which Contractor is utilized or provide Purchaser with documentation from the U.S. Department of Labor that Contractor is exempt from MSPA.

NOTE: If Contractor is to provide housing or transportation for its workers in the performance of this Agreement, Contractor's MSPA Registration Card must show Contractor is so authorized; Contractor shall likewise provide to Purchaser a copy of MSPA Registration Card(s) for each of its employees who are to perform farm labor contracting activities on behalf of Contractor including driving, if applicable. Under MSPA Contractor may not transport or provide transportation to workers unless Contractor, the driver and the vehicle are all MSPA registered.

As required by the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), Contractor agrees to:

- A) pay workers the full amount owed to them and provide each worker an itemized written statement with the following payroll information for each pay period worked:
 - 1. worker's name;
 - 2. permanent address;
 - 3. Social Security number;
 - 4. basis on which wages are paid;
 - 5. number of piecework units earned, if paid on a piecework basis;
 - 6. number of hours worked;
 - 7. total pay period earnings;
 - 8. specific sums withheld and the purpose of each sum withheld;
 - 9. net pay;
 - 10. Contractor's name;
 - 11. Contractor's address;
 - 12. Contractor's identification number.

- B) maintain for three (3) years a copy of payroll information furnished to workers;

- C) provide to Purchaser at the time of invoicing, a copy of all payroll information provided to each worker for that payroll period that is being invoiced.

14.8 Occupational Safety and Health (OSHA) Standards for Agriculture: Contractor agrees to comply with OSHA equipment and field sanitation regulations (29 CFR 1928) which requires, among other things, potable drinking water, toilet and hand washing facility, during the performance of this Agreement where such Contractor employed

eleven (11) or more employees on any given day in manual labor operations in the field during the previous twelve (12) months.

15.0 **TRESPASS** Contractor shall avoid trespass upon lands adjoining the Land. Contractor agrees to defend, indemnify and hold harmless Purchaser and its affiliated or related companies against any cost, loss, liability or damage incurred or sustained by these indemnified parties on account of or in any way connected with trespass by Contractor or Contractor's agents, employees, contractors or subcontractors.

16.0 **LIENS/PRIVILEGES** Contractor will pay or cause to be paid promptly when due all claims, debts, and charges against Contractor or subcontractors employed by Contractor which might become a lien/privilege against Purchaser lands, and will not suffer or permit any lien/privilege or encumbrance of any kind to be filed against or upon any of the Land or against or upon any other Purchaser property relating to operations hereunder, irrespective of whether the basis of such a lien/privilege is a claim against Contractor or against a subcontractor employed by Contractor. In case any such lien/privilege which is threatened or filed against such land or property or any lienable charge is not paid promptly when due, or in case Purchaser shall be charged with any item of cost, tax, contribution or other obligation to be borne by Contractor under this Agreement, a sufficient amount of money payable to or to become payable under this Agreement or upon any other account from Purchaser to Contractor may be retained by Purchaser until the same shall be settled or discharged without cost or liability to Purchaser, or said money may be supplied by Purchaser directly to the discharge thereof. Contractor also agrees that Contractor will defend, indemnify and hold harmless Purchaser and its affiliated or related companies against any and all cost, loss, liability or damage which the indemnified party may sustain or incur by reason of the negligent performance or non-performance of this Agreement by Contractor.

17.0 **PURCHASER'S RIGHT TO TERMINATE**

17.1 **Termination.** Purchaser may terminate this Agreement with or without cause by notifying Contractor in writing ten (10) days prior to the effective termination date ("Termination Date"). If such termination is because of Contractor's failure to fully perform to completion, according to the terms, conditions, and specifications of this Agreement, all Work required hereunder. Purchaser may, at its option, give written notice of the default to Contractor in which event Contractor shall have ten (10) days in which to cure the default, failing which cure this Agreement will terminate immediately upon the expiration of the cure period. The foregoing remedies shall not be deemed exclusive but shall be in addition to all other remedies at law or equity which Purchaser may have in connection with this Agreement and the breach thereof.

17.2 **Effect of Termination.** Upon notice of Termination, Purchaser shall be entitled to take immediate possession of the Lands and to remove Contractor, Contractor's agents, employees, contractors and subcontractors from the Lands. Contractor shall cease all Work and Purchaser shall compensate Contractor for conforming Work completed up to and including the Termination Date. Contractor shall remove, or cause to be removed therefrom, all of Contractor's equipment, property and personnel present thereon. In the event that Purchaser terminates this Agreement for any reason or no reason, Contractor shall have no claim against Purchaser for direct, indirect, punitive or consequential damages resulting from such termination other than payment for conforming Work completed prior to the Termination Date.

18.0 **LIMITATION OF LIABILITY** In no event shall Purchaser be liable to Contractor or those claiming by and through Contractor for indirect, special, consequential, punitive, or exemplary damages arising out of or related to this Agreement regardless of legal theory. Purchaser's liability to Contractor shall not in any event exceed the expenditure limit specified in subparagraph 3.3.

19.0 **INSURANCE** Prior to commencing work or entering Premises or facilities of Purchaser, Contractor shall secure such insurance as required in **Appendix C** issued by a carrier with an A.M. Best rating of A-, VII or better on an "Occurrence" basis. Any insurance deductible or retention will be paid by Contractor and is not a reimbursable expense under this Agreement. Contractor will provide a Certificate of Insurance evidencing the policies in effect for the duration of the Agreement with the applicable endorsements attached. Failure to provide evidence of insurance, as required by contract, shall not relieve Contractor of its obligations. The limits required in **Appendix C** may be satisfied with a combination of primary and excess (umbrella) liability insurance policies that follow form. The policy(ies) shall (a) name **Rayonier Inc., its subsidiaries and subsidiaries thereof** as an additional insured; (b) waive all rights of subrogation as listed in **Appendix C** against Purchaser; (c) provide that the policy(ies) not be cancelled or materially changed without thirty (30) days advance

written notice to Purchaser; (d) be primary and non-contributory. Contractor shall ensure that all contractors or subcontractors entering Premises or facilities of Purchaser are in compliance with all insurance provisions of this section and **Appendix C**.

20.0 DISPUTE RESOLUTION/ARBITRATION

20.1 The parties will attempt, in good faith, to resolve any question, dispute, misunderstanding, controversy or claim arising out of or relating to this Agreement (the "Dispute") promptly by negotiation between designated executives of the respective parties with authority to agree to a resolution. Either party may invoke the provisions of this dispute resolution section by giving the other party written notice (the "Notice of Dispute"). The executives shall meet at a mutually acceptable time and place within TWENTY (20) DAYS of the date of delivery of the Notice of Dispute, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.

20.2 If the Dispute has not been resolved within THIRTY (30) DAYS of the initial meeting of the executives (which may be extended by mutual written agreement), or if either party will not participate in such procedure, then either party may by written notice (the "Arbitration Notice") require that the Dispute be resolved by binding arbitration. Any matter to be resolved by arbitration shall be resolved by a single arbitrator to be appointed for that purpose as follows:

- a) Within TEN (10) DAYS after delivery of written notice by either party to the other requesting arbitration (the "Arbitration Notice"), the parties shall agree on an arbitrator.
- b) If the parties fail to agree on an arbitrator within the time specified, the arbitrator shall be promptly appointed upon application of either party by the Arbitration Committee of the American Arbitration Association office in and for the county and state specified in subparagraph C) of this paragraph 20.2. The party making such application to the Arbitration Committee shall give the other party to this Agreement written notice of this application.
- c) The arbitrator shall proceed with due dispatch to define the problem, accept evidence, and reach a resolution. The proceedings shall be conducted in accordance with the laws of the state in which the Lands are situated, and the American Arbitration Association Commercial Arbitration Rules. The arbitration proceedings shall be held in Nassau County, Florida, or such other place as the parties may agree. The decision of the arbitrator shall be binding, final, and conclusive on the parties to this Agreement. The award shall be in writing and delivered to the parties, and shall be in such form that a petition may be filed to confirm the award in any court or public records wherein a judgment may be sought to be enforced.
- d) The expense of any arbitration shall be borne as the arbitrator may direct, in the arbitrator's judgment giving due weight in allocating expenses to the merit or lack thereof, in the claims and/or defenses presented.
- e) The arbitrator shall have no power to change any of the provisions of this Agreement in any respect (or the power to make an award of reformation), and the arbitrator is not empowered to award damages in excess of actual damage incurred. In no event shall any award include punitive, incidental or consequential damages.

20.3 The procedures specified in this section shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement; provided, however, that a party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable damage. Despite such action, the parties will continue to participate in good faith in the procedures specified in this section. All applicable statutes of limitation shall be tolled while the procedures specified in this section are pending. The parties will take such action, if any, required to effectuate such tolling.

20.4 In the event of any inconsistency between the provisions of the Agreement and the SC Uniform Arbitration Act, this Agreement shall govern and control.

21.0 CODE OF CONDUCT Contractor acknowledges that it has either received a hard copy of the Rayonier Standard of Ethics and Code of Corporate Conduct (the "Code") or accessed the Code through Purchaser's web site, <https://ir.rayonier.com/corporate-governance#codeofconduct>. By signing this Agreement, Contractor, including its employees and subcontractors, confirms that it has reviewed the Code and agrees to fully comply with all requirements of the Code. Any employee or contractor of Contractor whom Purchaser believes has violated the principles of the Code may, at

Purchaser's discretion and request, not be allowed access to Purchaser's facilities, or otherwise Purchaser may request to have replaced.

- 22.0 **NOTICES** Any notice, request, demand, statement, approval or other communication under this Agreement shall be in writing and shall be effective when actually delivered by hand delivery, facsimile or email transmission or three (3) business days after being deposited in the United States mail, certified, return receipt requested. If directed to the other party to this Agreement, such a notice shall be addressed to the addresses (and, in the case of an email or facsimile transmission, the email addresses or facsimile numbers) set forth below, or to such other address (or email address or facsimile number) as one party may indicate by written notice to the other party:

As to Contractor:

Attn: Bob Mathews
417 Stowe Avenue, Unit B
Orange Park, FL 32037
Fax: N/A
Email: bob@candhmarine.com

As to Purchaser:

Attn: Tommy Jinks
1 Rayonier Way
Wildlight, FL 32097
Fax: (904) 261-9322
Email: tommy.jinks@wildlight.com

with a copy to:

RAYONIER INC.
Attn: Law Department
1 Rayonier Way
Wildlight, FL 32097
Facsimile # 904-261-2107
Email: crystal.cook@rayonier.com

In the absence of a written acknowledgment of receipt by the recipient, all notices given by email or facsimile transmission shall also be given by mail or personal delivery as provided. Either party may change the address, email address or facsimile number to which the notices are to be sent or given by written notice of such change to the other party in the manner set forth above.

23.0 **MISCELLANEOUS**

- 23.1 **Complete Agreement.** This Agreement, including all Appendices and the Code, constitutes the entire agreement between the parties with respect to the subject matter hereof. It supersedes all prior communications of every kind between the parties. In the event of inconsistencies between this Agreement and any Appendices, the terms and conditions of the Appendices shall prevail. This Agreement may not be modified except by a written amendment to this Agreement and signed by both parties. All consents required must be in writing. The headings are for convenience purposes only and shall not be used in the construction or interpretation of this Agreement.
- 23.2 **Severability.** Each clause, paragraph and provision of this Agreement is entirely independent and severable from every other clause, paragraph and provision. If any judicial authority or state or federal regulatory agency or authority determines that any portion of this Agreement is invalid or unenforceable or unlawful, such determination will affect only the specific portion determined to be invalid or unenforceable or unlawful and will not affect any other portion of this Agreement which will remain and continue in full force and effect. In all other respects, all provisions of this Agreement will be interpreted in a manner which favors their validity and enforceability and which gives effect to the substantive intent of the parties.

- 23.3 **Subcontracting.** Notwithstanding anything to the contrary in this Agreement, all operations on the Lands shall be performed by Contractor's employees and Contractor will not contract or subcontract any operation on the Lands without Purchaser's prior written consent. In the event that Purchaser agrees to allow subcontracting, such shall not operate to relieve Contractor of any of its obligations under this Agreement, including but not limited to any obligation of indemnification. Such subcontractors shall supply the same insurance coverage as required under paragraph 19.0 hereunder, including naming Rayonier Inc. and its subsidiaries and subsidiaries thereof as additional insured entities.

- 23.4 **Assignment.** Neither this Agreement, nor any rights or obligations hereunder, shall be assigned by Contractor without the express written consent of Purchaser. Consent to one assignment shall not waive this provision, and any later assignments shall likewise be made only upon prior written consent of Purchaser. Any attempted assignment by Contractor in violation of this section shall be void and shall constitute a material default of this Agreement. ANY APPROVED ASSIGNEES SHALL BECOME LIABLE DIRECTLY TO PURCHASER FOR ALL OBLIGATIONS OF CONTRACTOR HEREUNDER, WITHOUT RELIEVING THE ORIGINAL CONTRACTOR'S LIABILITY. This Agreement shall inure to the benefit of and bind all permitted successors and assigns of the parties hereto.

- 23.5 **Review of Records.** Contractor shall maintain all books, records, receipts, or other materials to reflect accurately all costs of whatever nature claimed by Contractor to have been incurred in the performance of this Agreement. Such documentation shall be retained by Contractor for a period of three (3) years from the expiration or termination of this Agreement and shall be subject to examination, audit, and reproduction by Purchaser at any time during the term of this Agreement or the subsequent period of document retention by Contractor.

- 23.6 **Suspected Illegal Activities.** Contractor shall promptly report to Purchaser and proper authorities any observed marijuana or suspected marijuana growing on the Land, or other observed or suspected drug operations, including but not limited to methamphetamine labs.

- 23.7 **Survival.** The provisions of Paragraphs 7.0, 8.0, 9.0, 11.0, 12.0, 13.0, 14.1-14.8, 15.0, 16.0, 17.0, 18.0, 20.1-20.2, 23.1-23.5 and 23.8 shall survive any termination, expiration or completion of this Agreement.

- 23.8 **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive law of the state in which the Lands are situated without regard to its choice of law provisions.

- 23.9 **Counterparts.** This Agreement may be executed in any number of counterparts either in original copies or by facsimile, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

PURCHASER

CONTRACTOR

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____

Contract No. CB-22-00019

Appendix A
Scope of Work

1. **SCOPE AND SPECIFICATIONS.** Contractor agrees to undertake and perform Work on behalf of Purchaser for the purpose of the construction and installation of Wildlight PDP #3 Amenity Docks and Radius Timber Outlook at Parcel B, as per Appendix A-1.

Contractor shall not have the right to conduct any other Work or engage in any other activities beyond the scope described in this Agreement without prior written consent of Purchaser.

Additional Specifications and/or Service Specific Legal Provisions not addressed above:

ZD 78513; RQ 137924; CB-22-00019 - Dockworks of Northeast Florida LLC - JN c081522

Appendix A-1



C & H Marine Construction, Inc.
 417 Stowe Avenue Unit B
 Orange Park, Florida 32073
 (904) 264-7500
www.candhmarine.com
 FL. Lic. # CGC-058491 & CGC-1521616

FLOATING DOCK

Wildlight 1 Rayonier Way Wildlight, FL 32097	o(904)321-1007 c(352)812-3053	<u>Job Location</u> <i>same</i> tommy.jinks@wildlight.com
--	----------------------------------	--

We hereby propose to furnish the material and labor necessary for the completion of a FLOATING DOCK per "Hardscape Plan For: Raydient Places + Properties" by England-Thims & Miller, Inc., dated February, 2022. Floating Dock construction per sheets HS-04, HS-07, HS-09, and HS-10.

- Floating Dock to be made up of three sections.
- 1) Fixed Dock: 10' x 10'
 - 2) Sloping Gangway Section: 10' x 29'-6"
 - 3) Floating Section: 20' x 30'
 Includes EZ-DOCK Kayak Launch

All material is guaranteed to be as specified, and the above work is to be completed in accordance with the drawings and specifications submitted. Work will be completed in a substantial workmanlike manner for the sum of:

\$105,700.00

Engineering Fee is included in above price.

All workmanship is covered by our one year warranty and all of the materials used are warranted by their respective manufacturer. Our goal at C & H Marine Construction is to provide you with a superior product that will provide many years of trouble free enjoyment.

Respectfully submitted,
Bob Mathews, President

Appendix A-1

*** Price Escalation Clause**

The construction industry continues to experience rapid price increases of raw materials. We are no longer able to absorb these escalating price increases. If during the performance of this contract, the price of the materials increases by more than 5%, the price of the contract will be adjusted accordingly.

If it becomes necessary to increase the price of the contract, you will be notified and have the option to terminate the contract by providing within five (5) business days a written notice. If terminated, your deposit will be returned less expenses.

In the event there are additional costs incurred which exceed your deposit amount, you will be provided an invoice with such costs to be paid.

- This agreement and any subsequent project description order made pursuant to it may be terminated at any time by mutual agreement, or as may be provided for in any project description order. Either party may terminate this agreement immediately for cause or by giving thirty (30) days written notice. In the event of termination, owner shall pay for all services performed and disbursements made by C&H Marine Construction, up to the effective date of termination.

*****This proposal may be withdrawn if not accepted within 14 days of date shown below.***

*****In some rare instances there may be concealed or unknown conditions that were not contemplated in this proposal. We will immediately notify you of any special conditions that will adversely affect our ability to perform the scope of this proposal. Such conditions may require a price adjustment or cancellation of this agreement in our sole judgment.***

*****Please note that the actual length can vary from the proposal due to many factors including the water depth, customer requirements, etc. We attempt to come as close as possible, but in those rare instances where changes are needed we will bill based on the actual length.***

Appendix A-1



C & H Marine Construction, Inc.
417 Stowe Avenue Unit B
Orange Park, Florida 32073
(904) 264-7500
www.candhmarine.com
FL. Lic. # CGC-058491 & CGC-1521616

RADIUS TIMBER OUTLOOK

Wildlight 1 Rayonier Way Wildlight, FL 32097	o(904)321-1007 c(352)812-3053	<u>Job Location</u> <i>same</i> tommy.jinks@wildlight.com
--	----------------------------------	--

We hereby propose to furnish the material and labor necessary for the completion of a RADIUS TIMBER OUTLOOK at Parcel 4B. Based on "Hardscape Plan For: Raydient Places + Properties" sheets HS-02 and HS-09, by England-Thims & Miller, Inc, dated February, 2022.

Radius Timber Dock at Parcel 4B

All material is guaranteed to be as specified, and the above work is to be completed in accordance with the drawings and specifications submitted. Work will be completed in a substantial workmanlike manner for the sum of:

\$57,800.00

Engineering Fee included in above price.

All workmanship is covered by our one year warranty and all of the materials used are warranted by their respective manufacturer. Our goal at C & H Marine Construction is to provide you with a superior product that will provide many years of trouble free enjoyment.

Respectfully submitted,
Bob Mathews, President

Appendix A-1

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The construction industry continues to experience rapid price increases of raw materials. We are no longer able to absorb these escalating price increases. If during the performance of this contract, the price of the materials increases by more than 5%, the price of the contract will be adjusted accordingly.

If it becomes necessary to increase the price of the contract, you will be notified and have the option to terminate the contract by providing within five (5) business days a written notice. If terminated, your deposit will be returned less expenses.

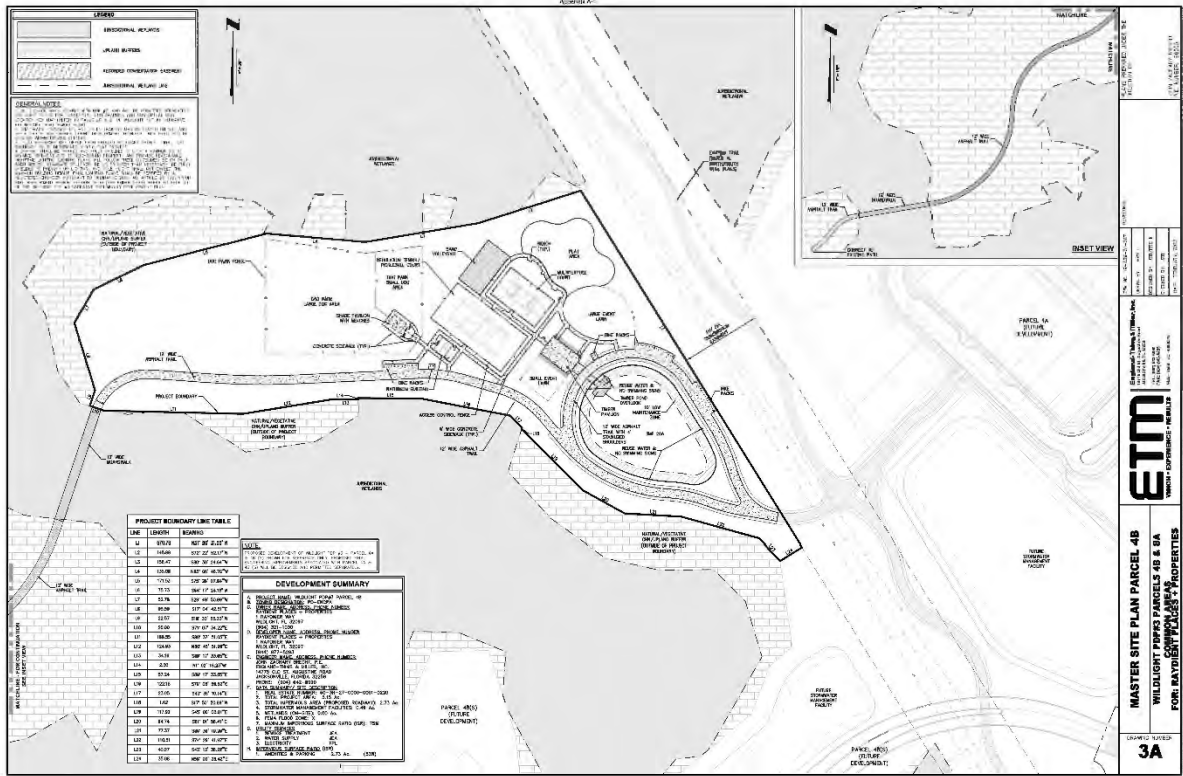
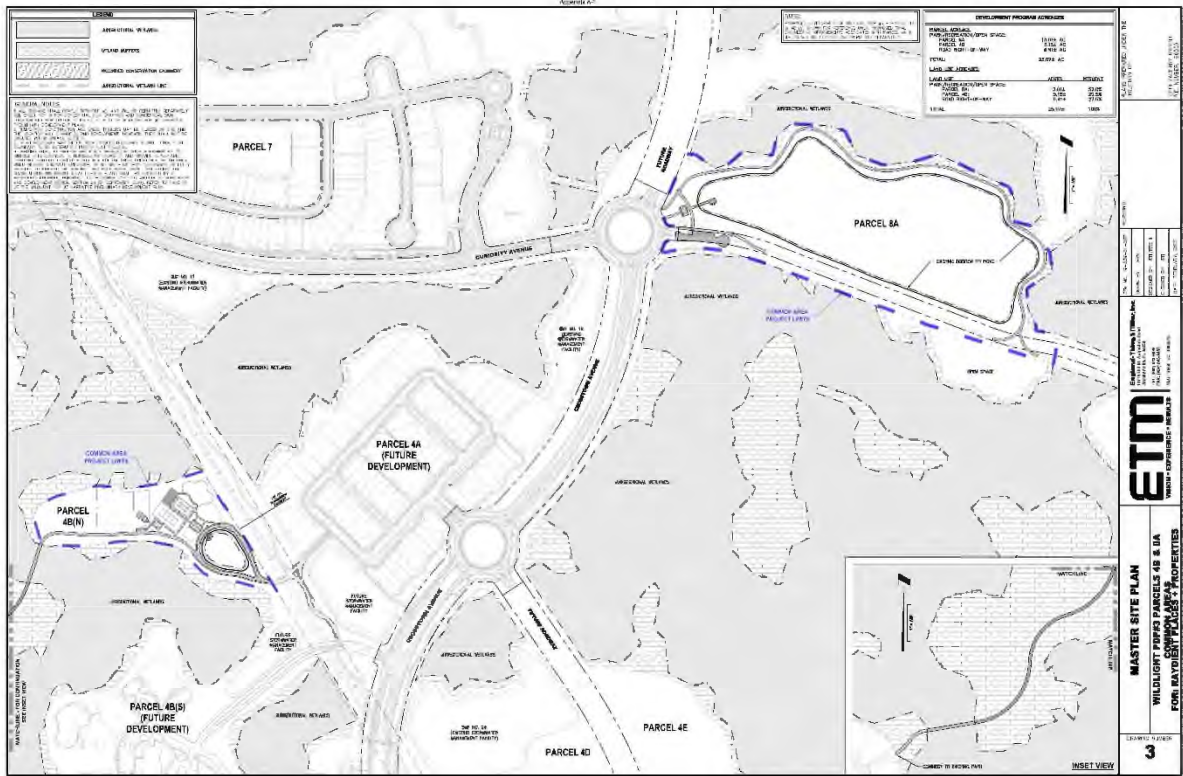
In the event there are additional costs incurred which exceed your deposit amount, you will be provided an invoice with such costs to be paid.

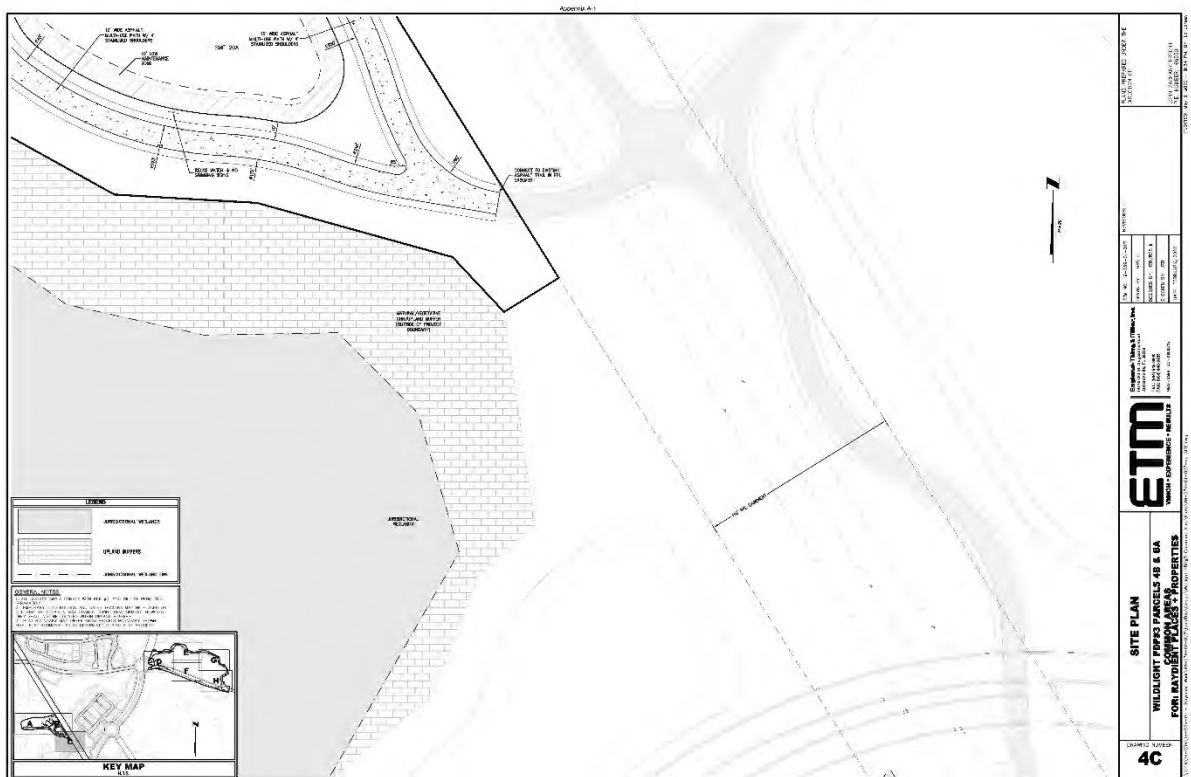
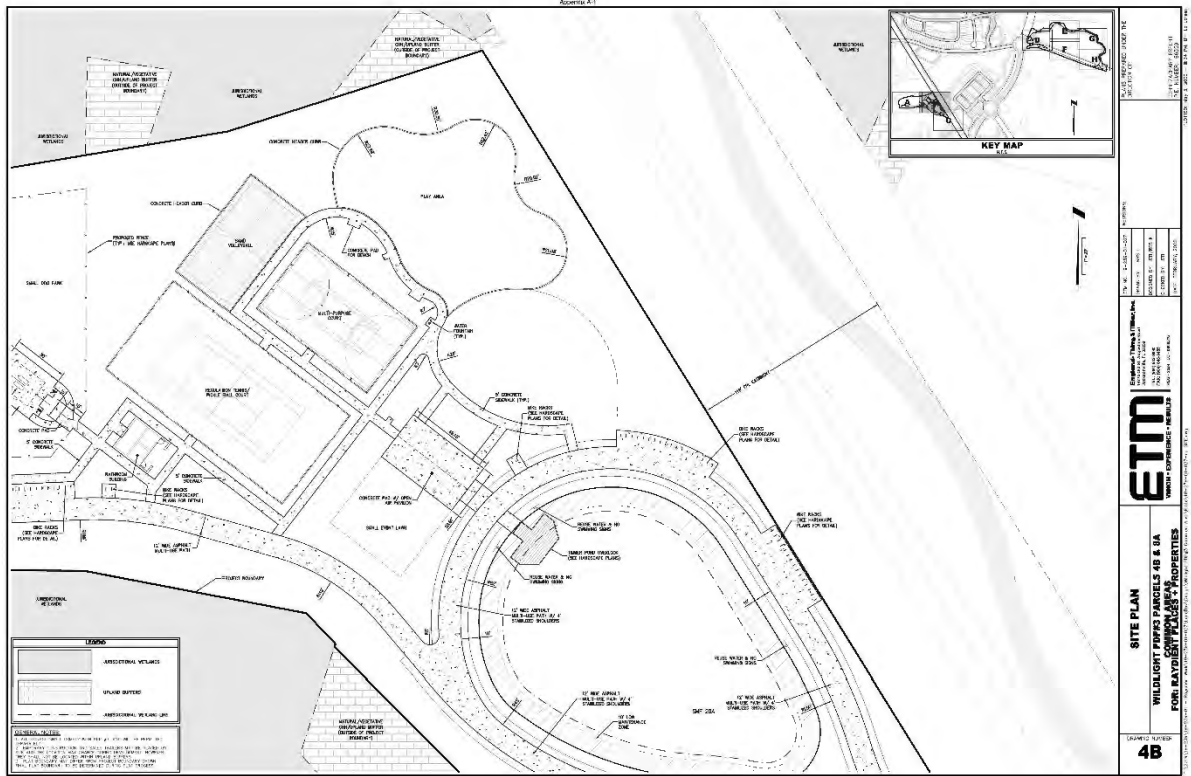
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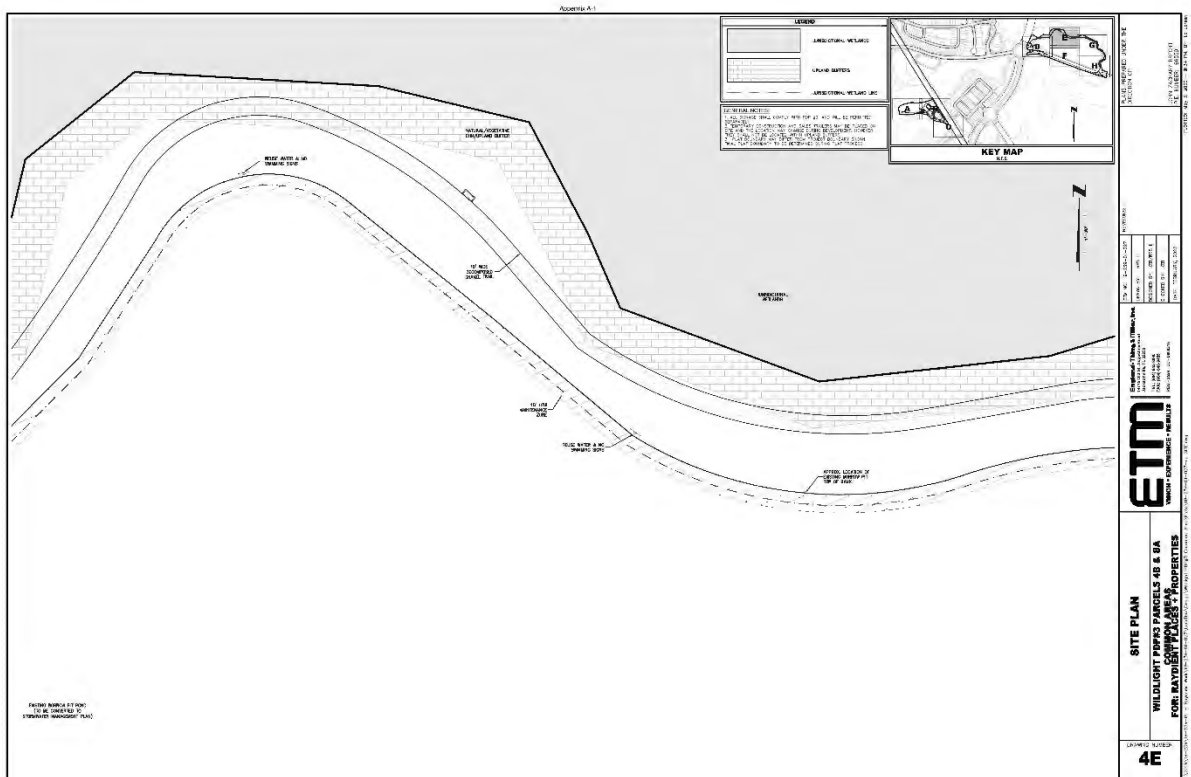
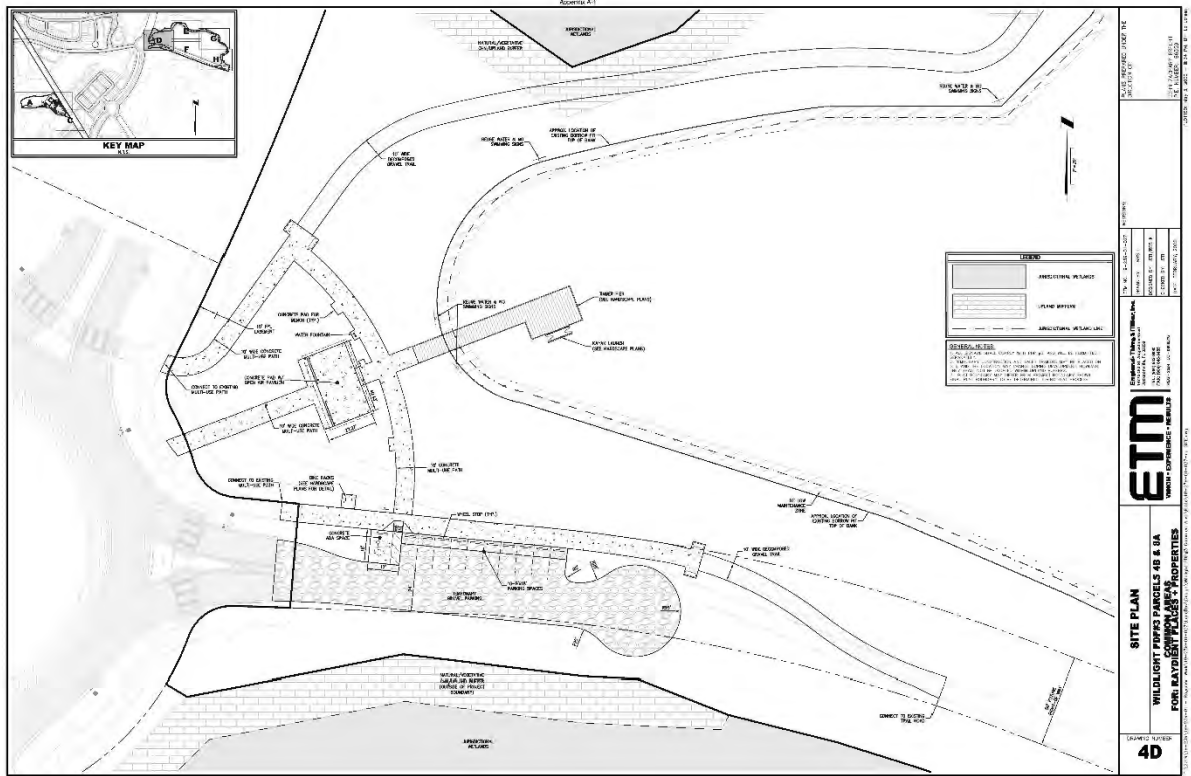
*****This proposal may be withdrawn if not accepted within 14 days of date shown below.***

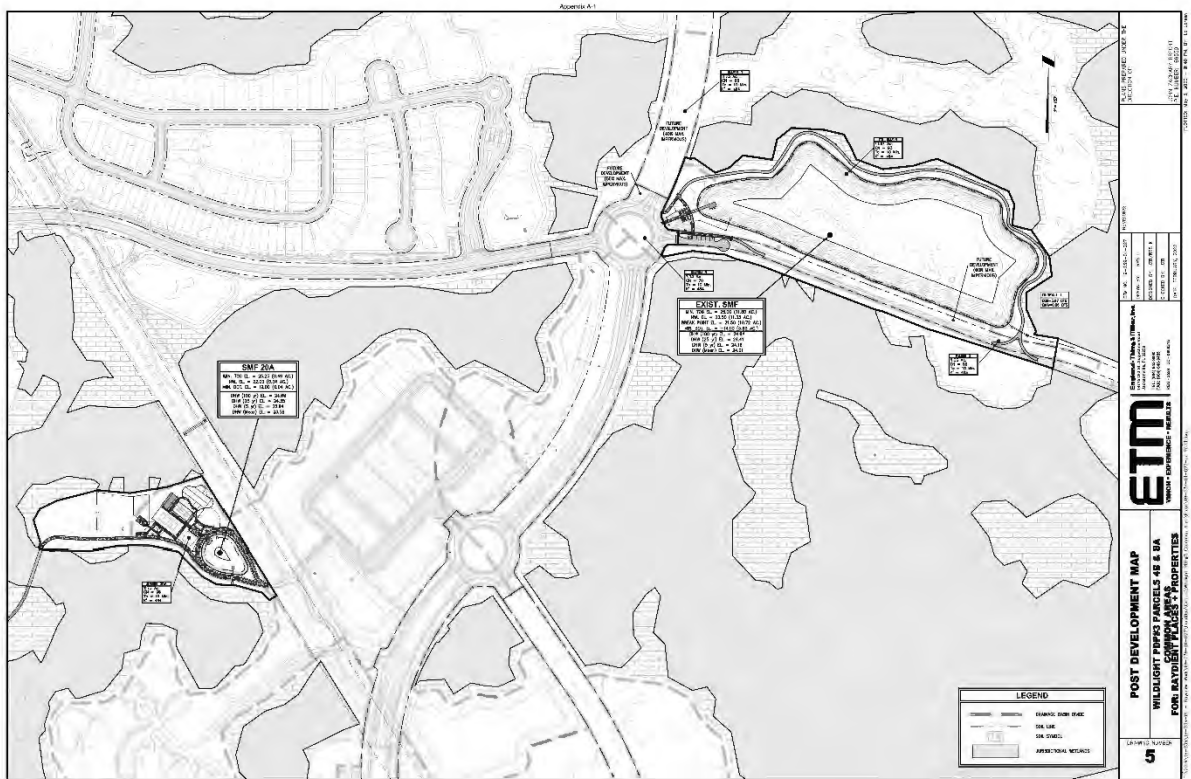
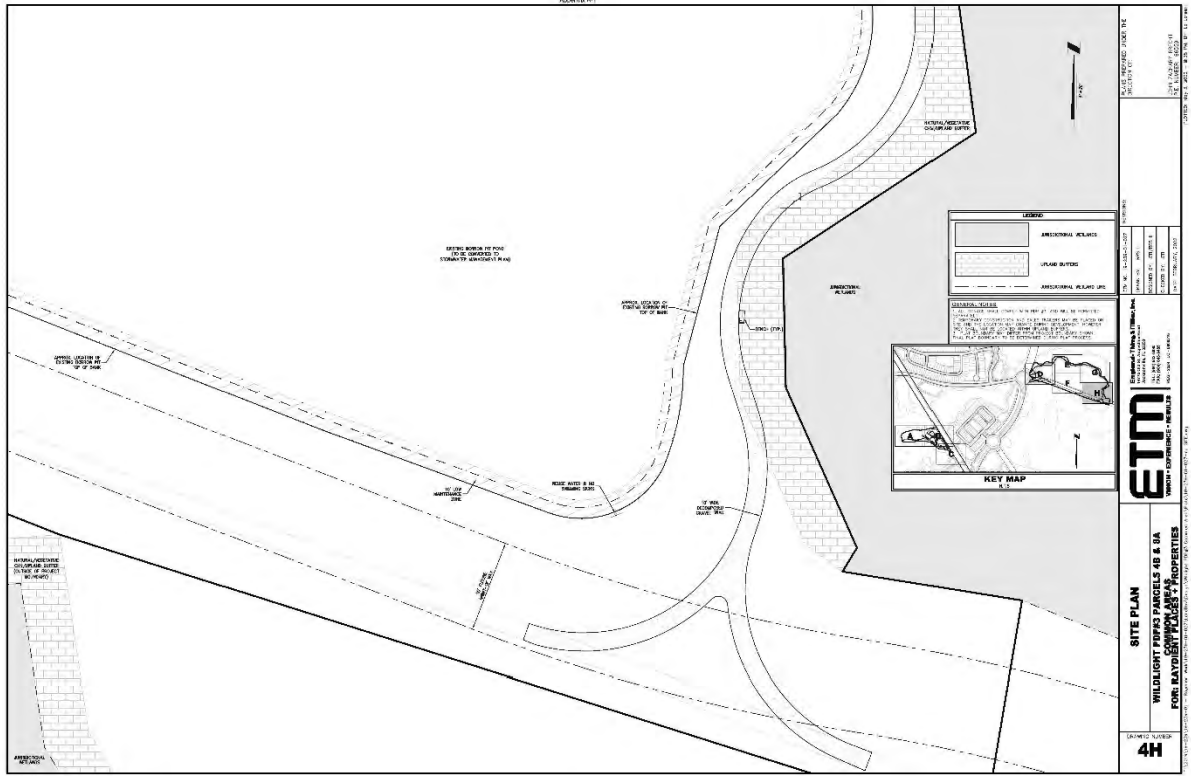
*****In some rare instances there may be concealed or unknown conditions that were not contemplated in this proposal. We will immediately notify you of any special conditions that will adversely affect our ability to perform the scope of this proposal. Such conditions may require a price adjustment or cancellation of this agreement in our sole judgment.***

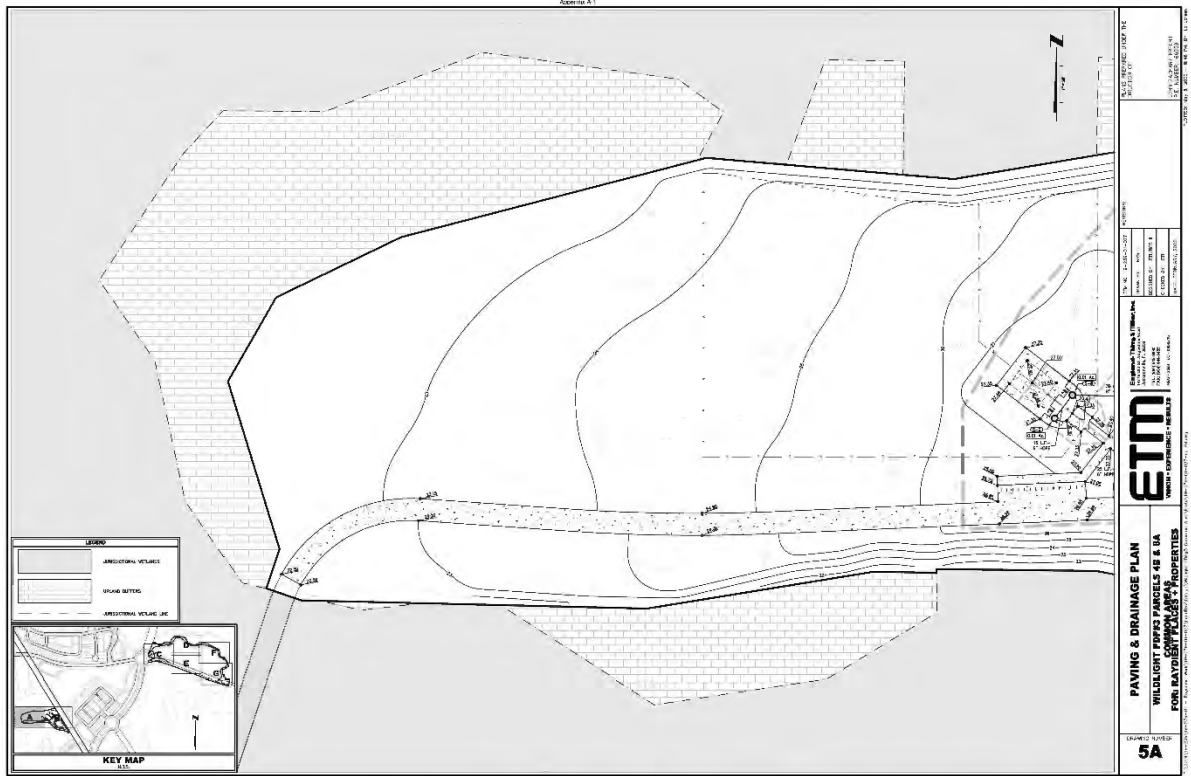
*****Please note that the actual length can vary from the proposal due to many factors including the water depth, customer requirements, etc. We attempt to come as close as possible, but in those rare instances where changes are needed we will bill based on the actual length.***









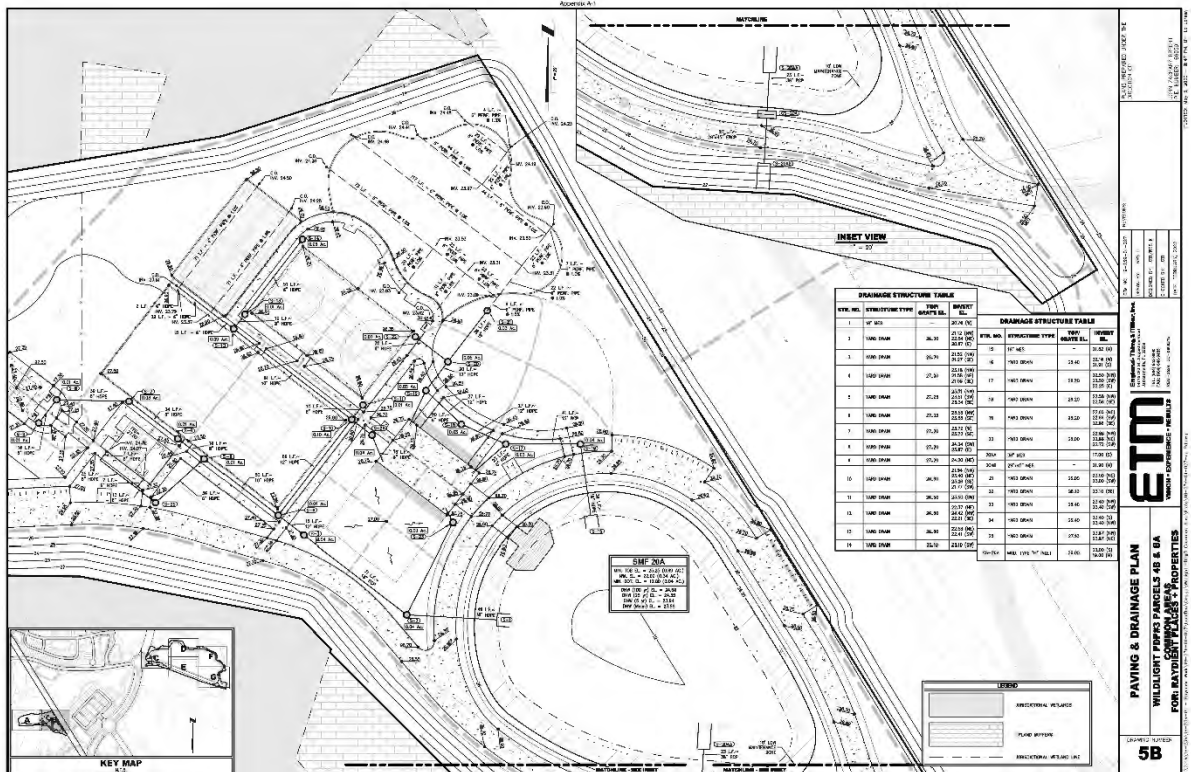


DRAWING NO. 18-000000-0000
 PROJECT NO. 18-000000-0000
 SHEET NO. 5A
 DATE: 08/14/2018
 18-000000-0000

ETM
 Engineering & Technical Management, Inc.
 10000 W. 10th Street, Suite 100
 Overland Park, KS 66211
 Phone: 913.241.1111
 Fax: 913.241.1112
 Email: info@etmks.com

PAVING & DRAINAGE PLAN
WILDLIGHT FORMS SECTORS 4B & 4A
FOR: RAYDEN PROPERTIES

DRAWING NO. 18-000000-0000
 PROJECT NO. 18-000000-0000
 SHEET NO. 5A
 DATE: 08/14/2018
 18-000000-0000



DRAINAGE STRUCTURE TABLE

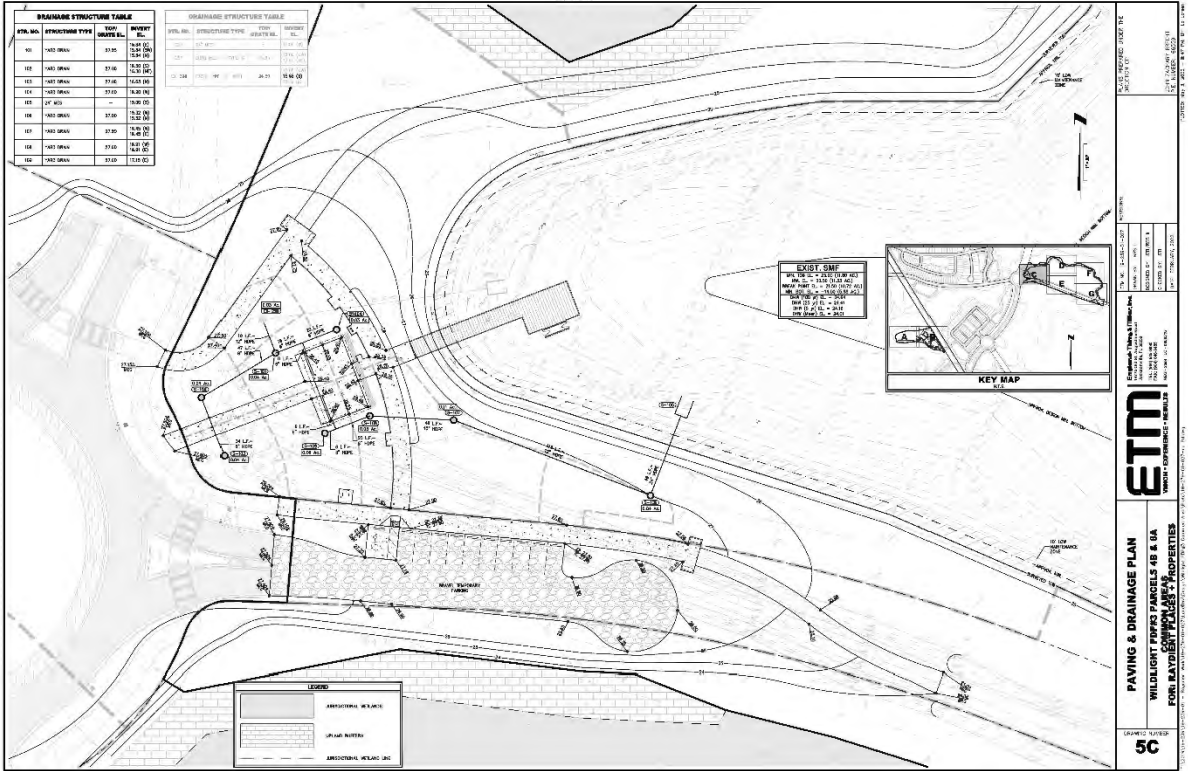
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1	1000 DRAIN	24.30	2430.00	15	1000 DRAIN	24.30	2430.00
2	1000 DRAIN	24.30	2430.00	16	1000 DRAIN	24.30	2430.00
3	1000 DRAIN	24.30	2430.00	17	1000 DRAIN	24.30	2430.00
4	1000 DRAIN	24.30	2430.00	18	1000 DRAIN	24.30	2430.00
5	1000 DRAIN	24.30	2430.00	19	1000 DRAIN	24.30	2430.00
6	1000 DRAIN	24.30	2430.00	20	1000 DRAIN	24.30	2430.00
7	1000 DRAIN	24.30	2430.00	21	1000 DRAIN	24.30	2430.00
8	1000 DRAIN	24.30	2430.00	22	1000 DRAIN	24.30	2430.00
9	1000 DRAIN	24.30	2430.00	23	1000 DRAIN	24.30	2430.00
10	1000 DRAIN	24.30	2430.00	24	1000 DRAIN	24.30	2430.00
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13	1000 DRAIN	24.30	2430.00	27	1000 DRAIN	24.30	2430.00
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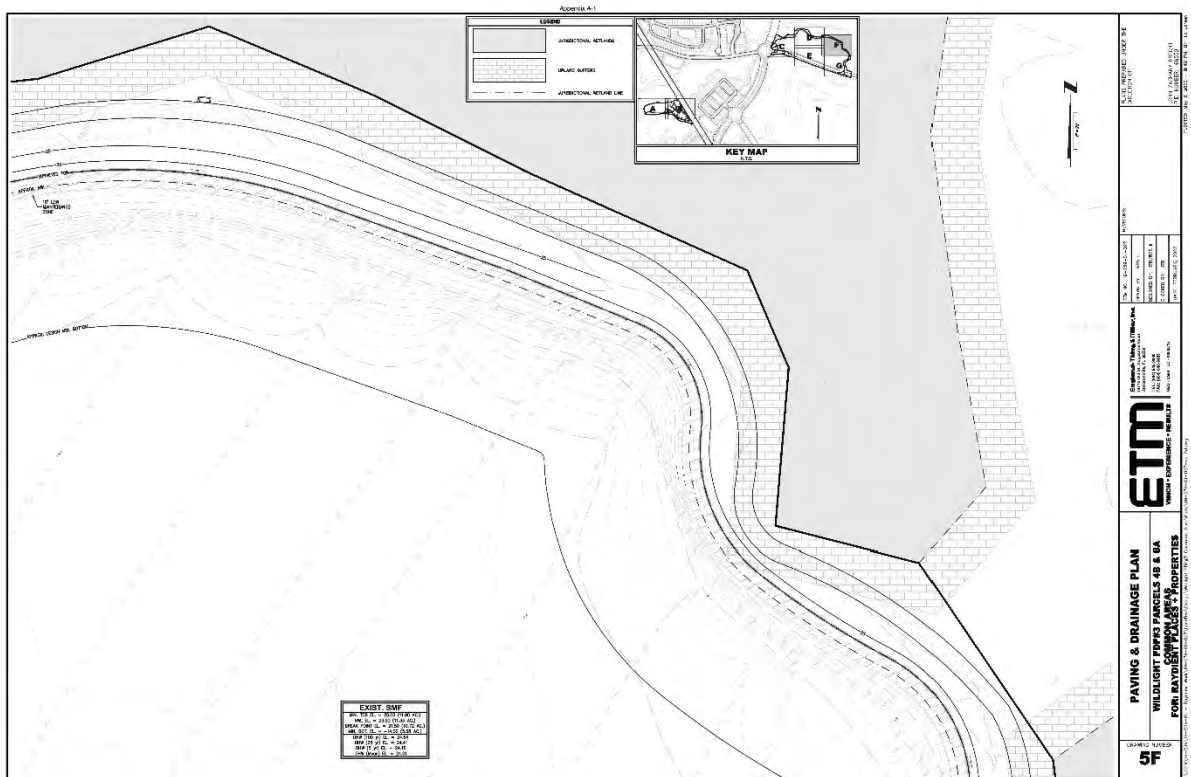
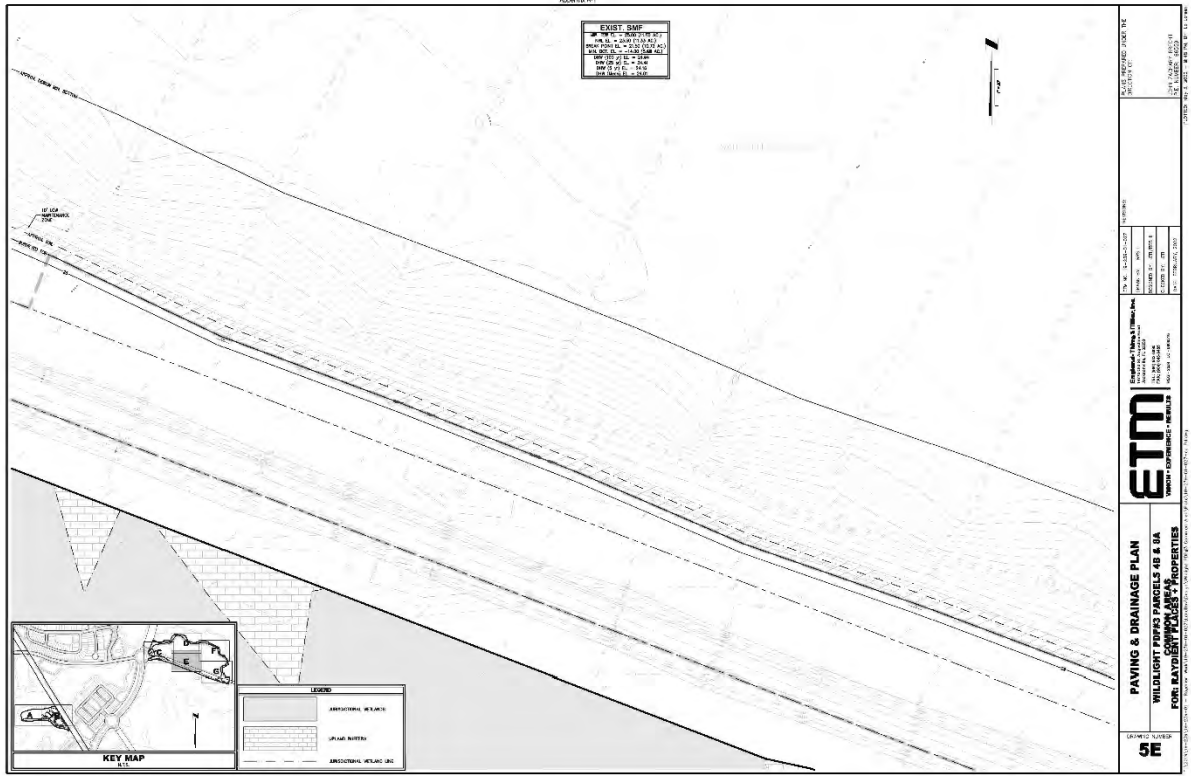
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 PROJECT NO. 18-000000-0000
 SHEET NO. 5B
 DATE: 08/14/2018
 18-000000-0000

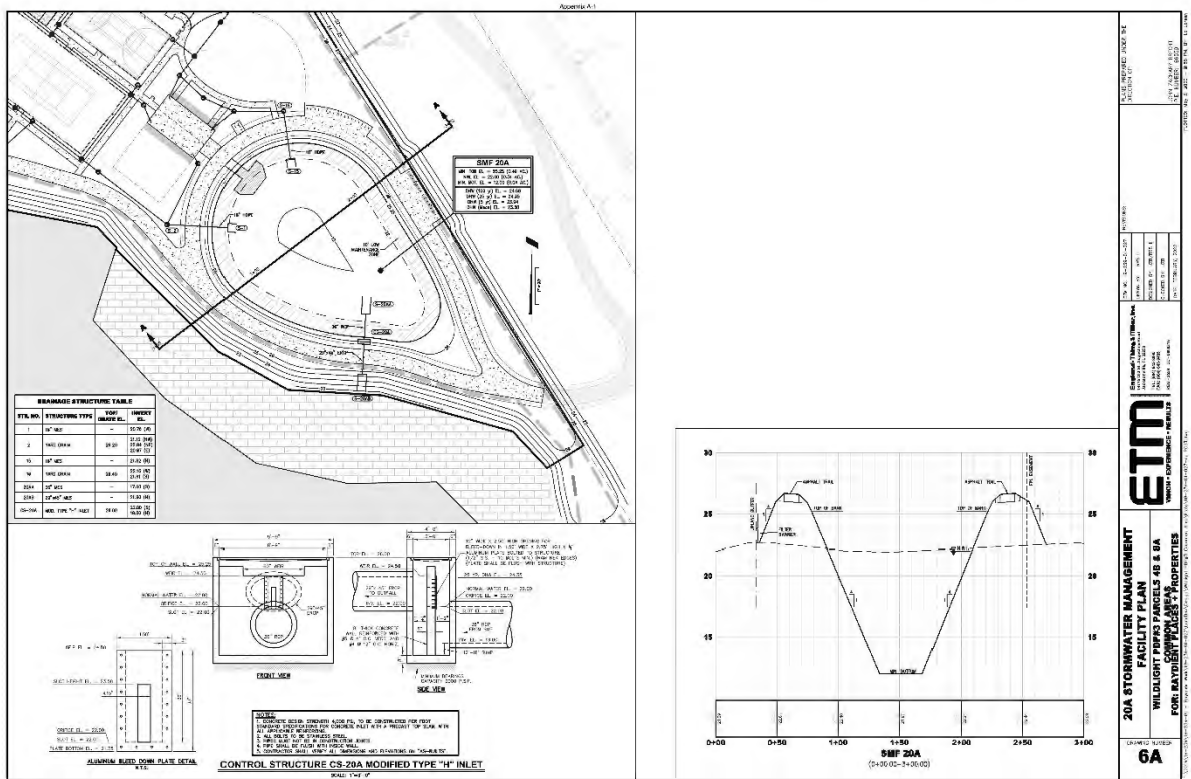
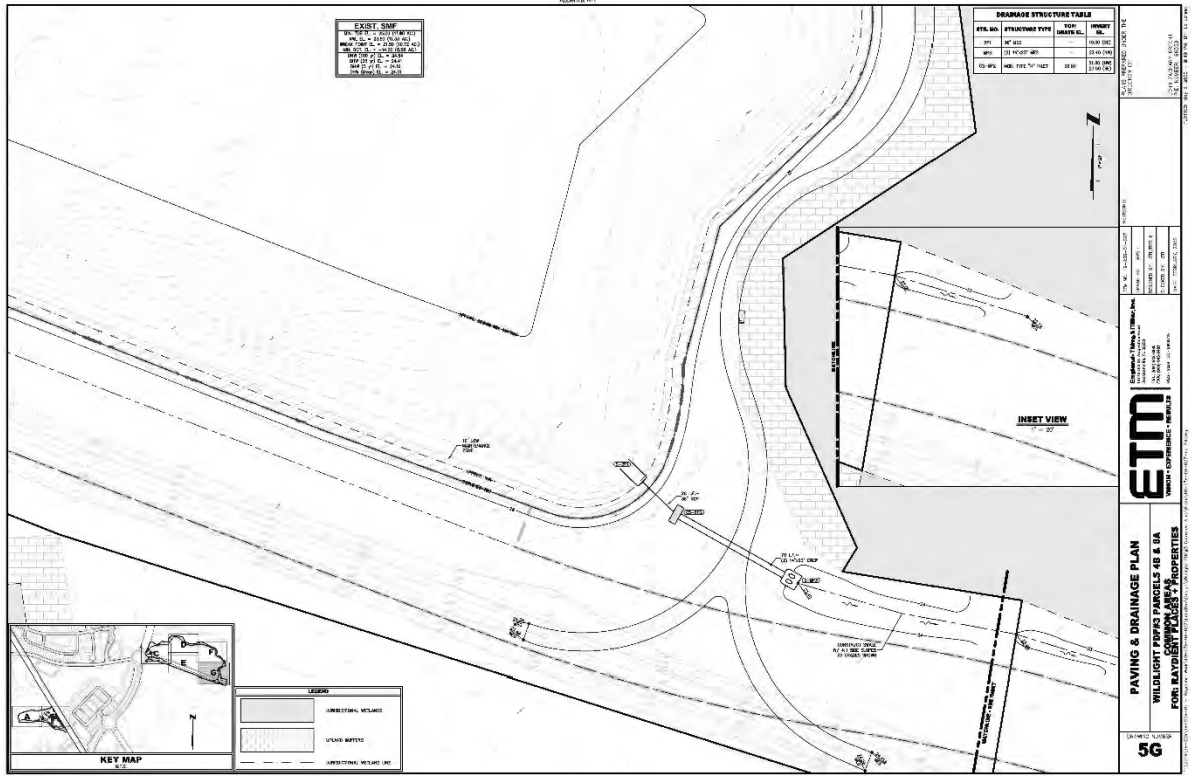
ETM
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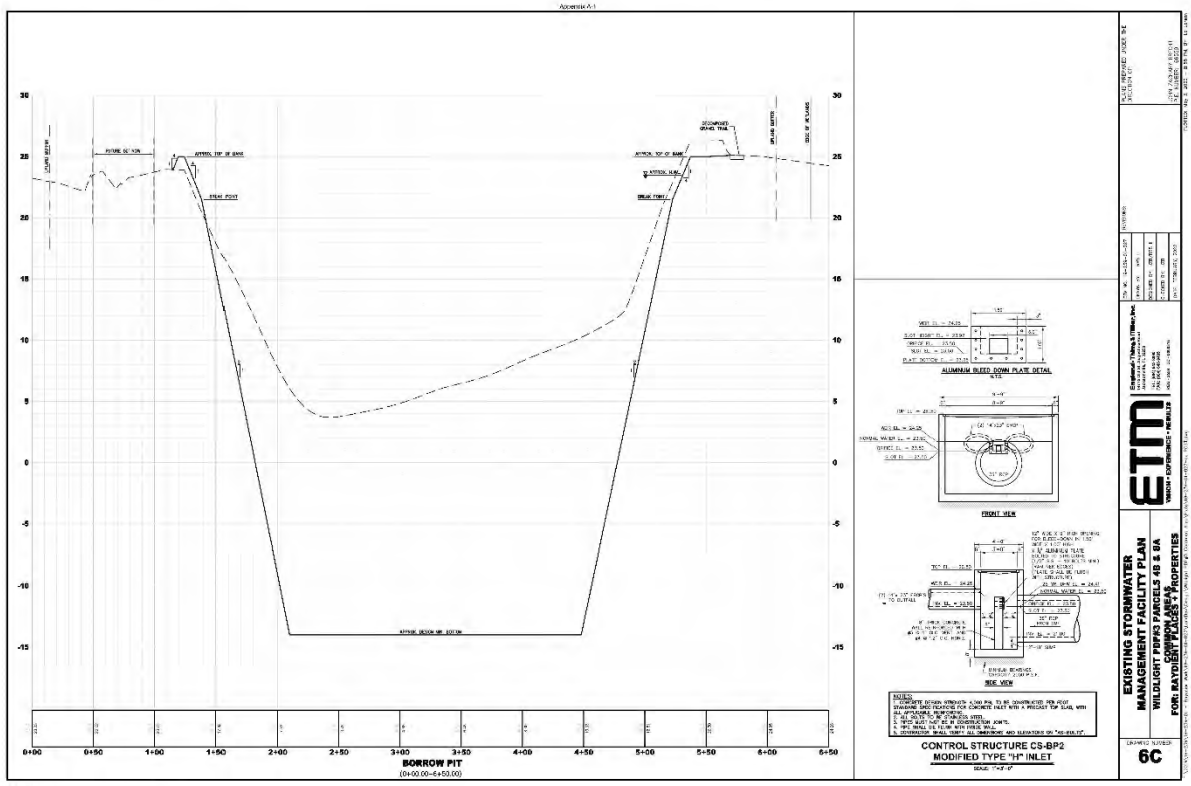
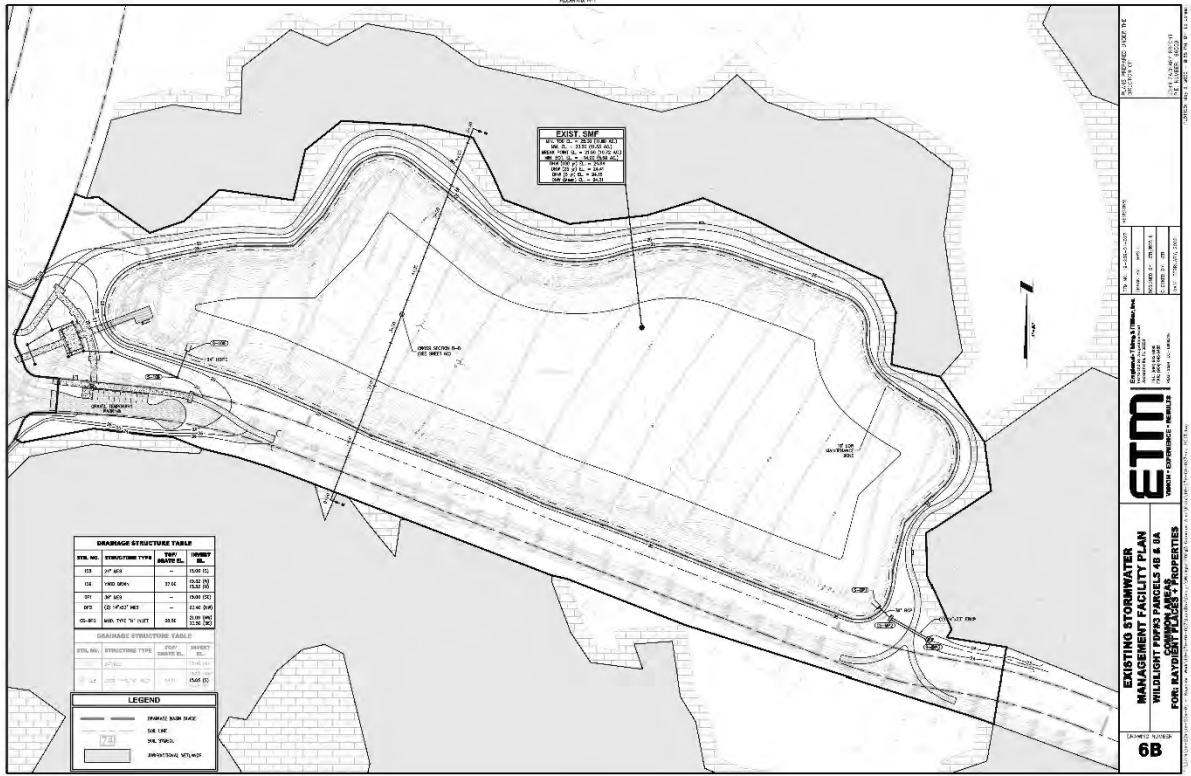
PAVING & DRAINAGE PLAN
WILDLIGHT FORMS SECTORS 4B & 4A
FOR: RAYDEN PROPERTIES

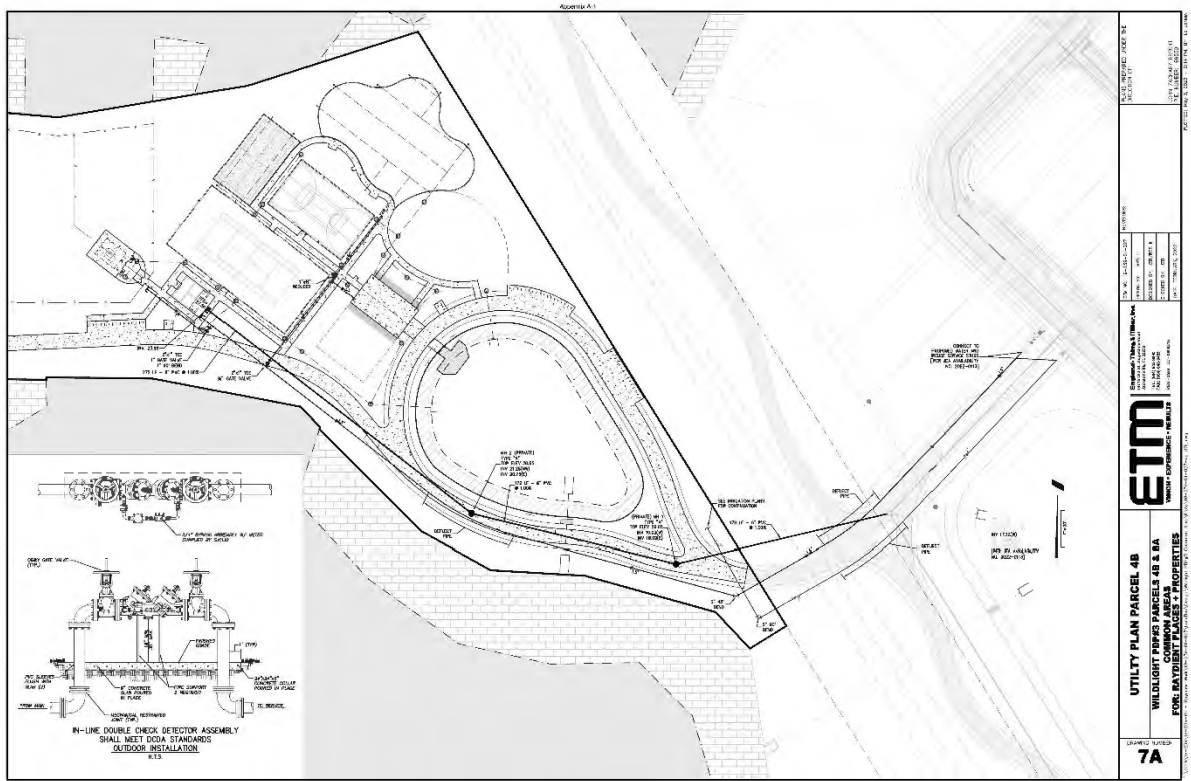
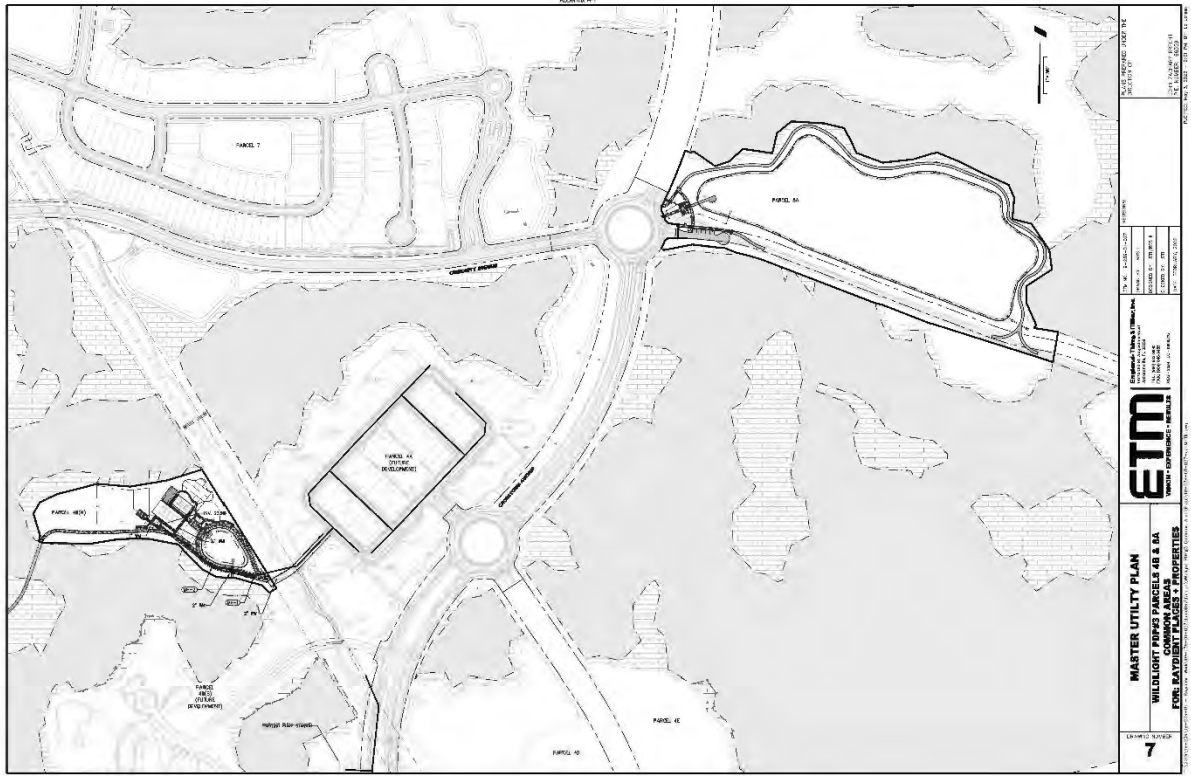
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 PROJECT NO. 18-000000-0000
 SHEET NO. 5B
 DATE: 08/14/2018
 18-000000-0000

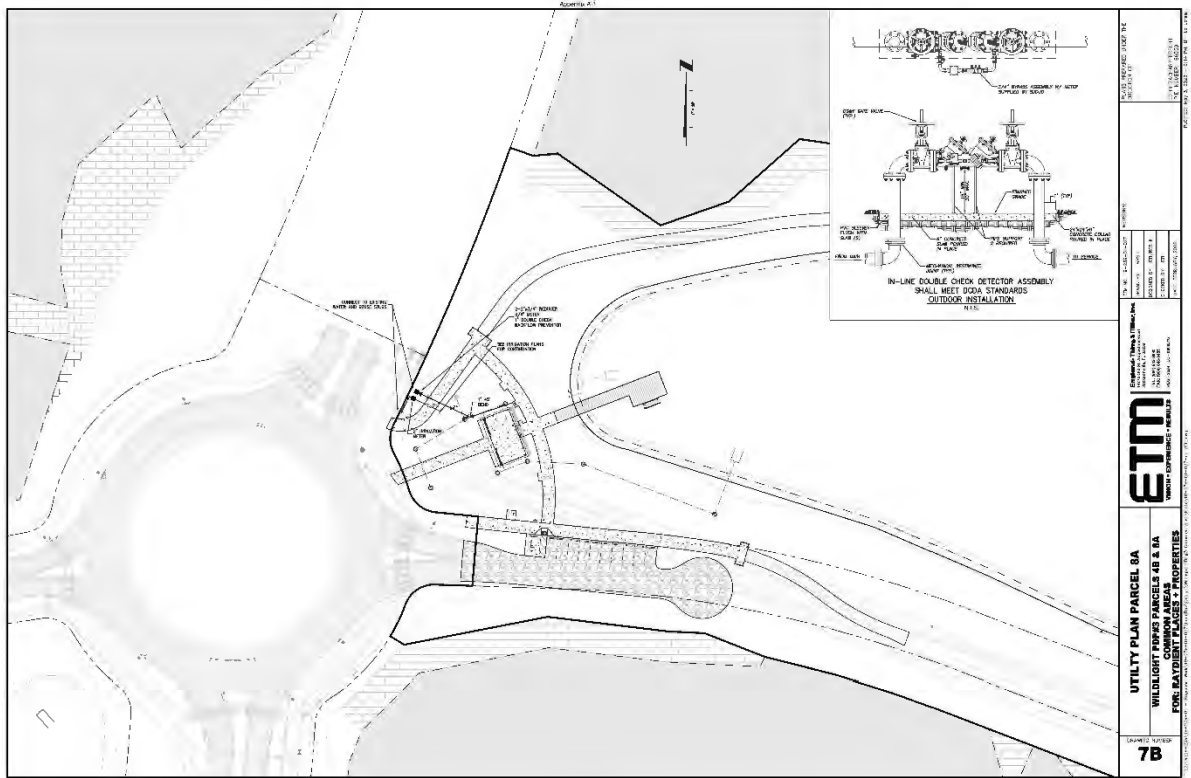










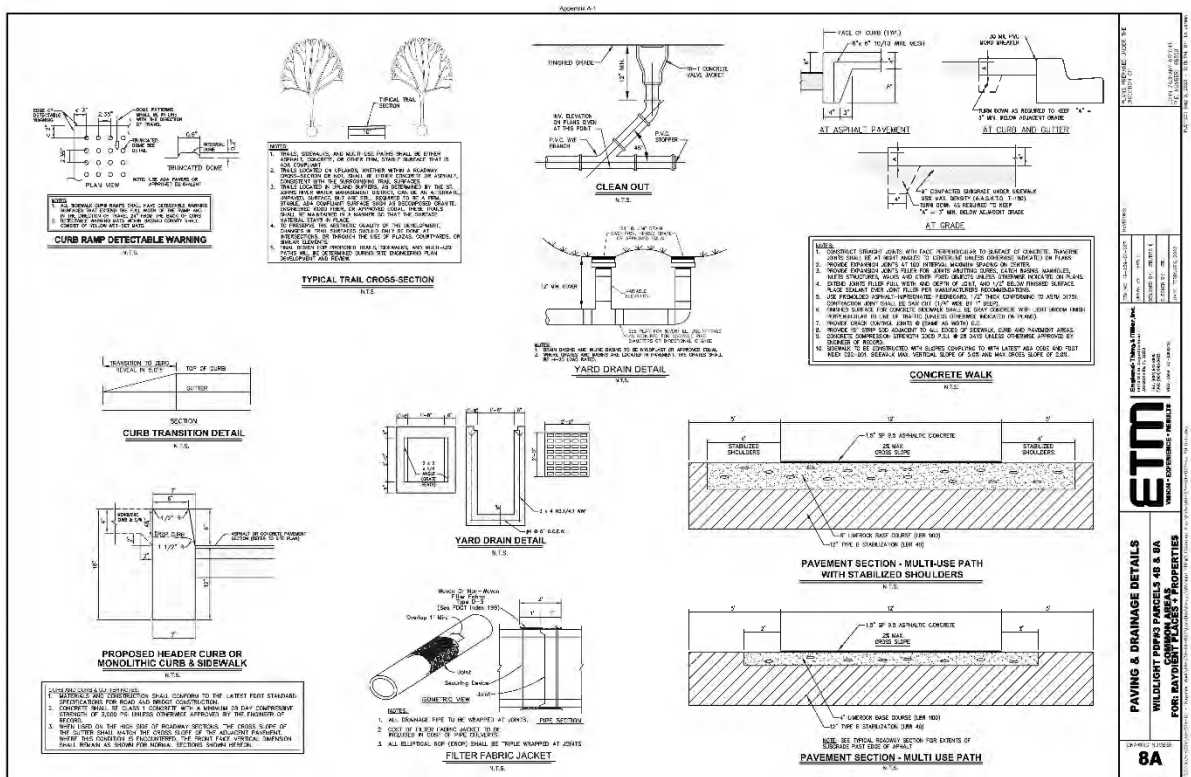


ETM
 ENGINEERING & TRAFFIC MANAGEMENT
 1000 W. WASHINGTON ST., SUITE 100
 TAMPA, FL 33606
 (813) 288-1111
 www.etm-inc.com

UTILITY PLAN PARCEL 8A
 WILDLIGHT PARK PARCELS 4B & 8A
 FOR: PAYMENT PLACES & PROPERTIES

DATE: 07/15/2020

78



ETM
 ENGINEERING & TRAFFIC MANAGEMENT
 1000 W. WASHINGTON ST., SUITE 100
 TAMPA, FL 33606
 (813) 288-1111
 www.etm-inc.com

PAVING & DRAINAGE DETAILS
 WILDLIGHT PARK PARCELS 4B & 8A
 FOR: PAYMENT PLACES & PROPERTIES

DATE: 07/15/2020

8A

HORIZONTAL & VERTICAL SEPARATION REQUIREMENTS

COMPLIANCE	PROPOSED UTILITY											
	WATER	SEWER	WASTE	WATER	SEWER	WASTE	WATER	SEWER	WASTE	WATER	SEWER	WASTE
WATER SERVICE	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"
WASTE SERVICE	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"
WASTE SERVICE	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"
WASTE SERVICE	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"
WASTE SERVICE	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"

1. SEPARATION REQUIREMENTS FOR WATER SERVICE INSTALLATIONS SHALL BE AS FOLLOWS:
2. SEPARATION REQUIREMENTS FOR WASTE SERVICE INSTALLATIONS SHALL BE AS FOLLOWS:
3. SEPARATION REQUIREMENTS FOR WASTE SERVICE INSTALLATIONS SHALL BE AS FOLLOWS:
4. SEPARATION REQUIREMENTS FOR WASTE SERVICE INSTALLATIONS SHALL BE AS FOLLOWS:

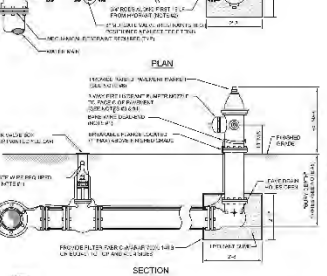
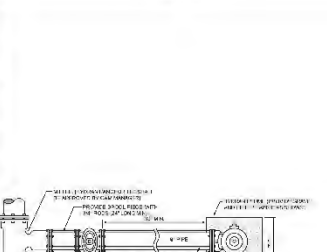
SEPARATION REQUIREMENTS FOR WATER, WASTEWATER AND RECLAIMED WATER MAINS

1. SEPARATION REQUIREMENTS FOR WATER MAINS SHALL BE AS FOLLOWS:
2. SEPARATION REQUIREMENTS FOR WASTEWATER MAINS SHALL BE AS FOLLOWS:
3. SEPARATION REQUIREMENTS FOR RECLAIMED WATER MAINS SHALL BE AS FOLLOWS:
4. SEPARATION REQUIREMENTS FOR WASTEWATER MAINS SHALL BE AS FOLLOWS:
5. SEPARATION REQUIREMENTS FOR RECLAIMED WATER MAINS SHALL BE AS FOLLOWS:
6. SEPARATION REQUIREMENTS FOR WASTEWATER MAINS SHALL BE AS FOLLOWS:
7. SEPARATION REQUIREMENTS FOR RECLAIMED WATER MAINS SHALL BE AS FOLLOWS:

NOTES ON UTILITY SEPARATION REQUIREMENTS

JANUARY 2022 PLATE W-11

ADDITIONAL

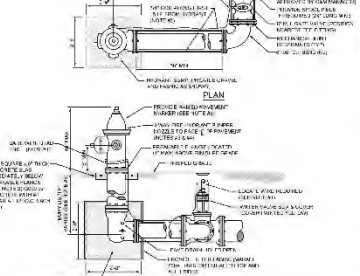
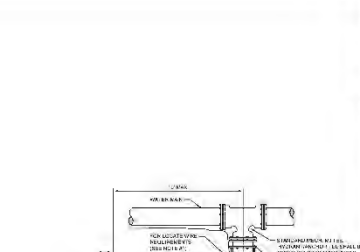


1. FIRE HYDRANT INSTALLATION LIMITED SPACE SHALL BE AS FOLLOWS:
2. FIRE HYDRANT INSTALLATION LIMITED SPACE SHALL BE AS FOLLOWS:
3. FIRE HYDRANT INSTALLATION LIMITED SPACE SHALL BE AS FOLLOWS:
4. FIRE HYDRANT INSTALLATION LIMITED SPACE SHALL BE AS FOLLOWS:

FIRE HYDRANT INSTALLATION LIMITED SPACE

JANUARY 2022 PLATE W-12

ADDITIONAL

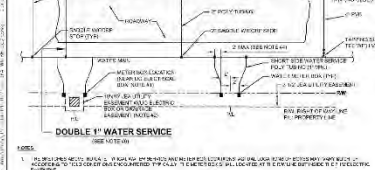
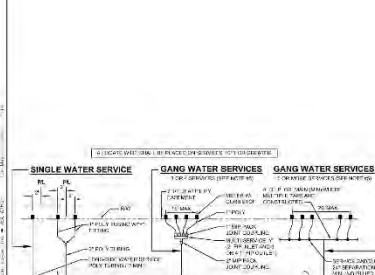


1. FIRE HYDRANT INSTALLATION LIMITED SPACE SHALL BE AS FOLLOWS:
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FIRE HYDRANT INSTALLATION LIMITED SPACE

JANUARY 2022 PLATE W-13

ADDITIONAL

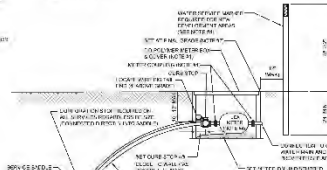
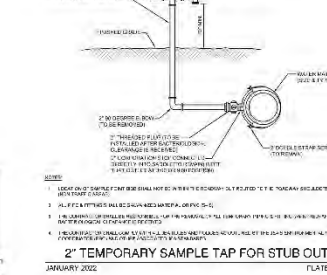


1. 2" TEMPORARY SAMPLE TAP FOR STUB OUT SHALL BE AS FOLLOWS:
2. 2" TEMPORARY SAMPLE TAP FOR STUB OUT SHALL BE AS FOLLOWS:
3. 2" TEMPORARY SAMPLE TAP FOR STUB OUT SHALL BE AS FOLLOWS:
4. 2" TEMPORARY SAMPLE TAP FOR STUB OUT SHALL BE AS FOLLOWS:

2" TEMPORARY SAMPLE TAP FOR STUB OUT

JANUARY 2022 PLATE W-14

ADDITIONAL

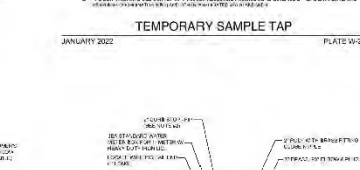
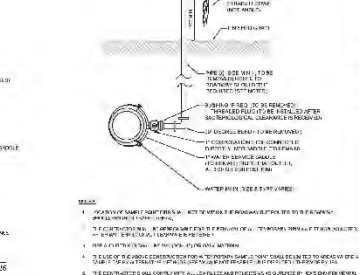


1. TEMPORARY SAMPLE TAP SHALL BE AS FOLLOWS:
2. TEMPORARY SAMPLE TAP SHALL BE AS FOLLOWS:
3. TEMPORARY SAMPLE TAP SHALL BE AS FOLLOWS:
4. TEMPORARY SAMPLE TAP SHALL BE AS FOLLOWS:

TEMPORARY SAMPLE TAP

JANUARY 2022 PLATE W-15

ADDITIONAL



1. WATER OR RECLAIM SERVICE INSTALLATIONS 2" AND SMALLER METER SHALL BE AS FOLLOWS:
2. WATER OR RECLAIM SERVICE INSTALLATIONS 2" AND SMALLER METER SHALL BE AS FOLLOWS:
3. WATER OR RECLAIM SERVICE INSTALLATIONS 2" AND SMALLER METER SHALL BE AS FOLLOWS:
4. WATER OR RECLAIM SERVICE INSTALLATIONS 2" AND SMALLER METER SHALL BE AS FOLLOWS:

WATER OR RECLAIM SERVICE INSTALLATIONS 2" AND SMALLER METER

JANUARY 2022 PLATE W-16

ETM
JEA
WATER AND RECLAIMED DETAILS
WALL HEIGHT FROM FINISH FLOOR TO TOP OF UTILITY MAINS

CASE "A" CROSSING

NOTE:

1. THE UNDERPASS SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.
2. THE OVERPASS PIPE SHALL BE SUPPORTED BY THE UNDERPASS STRUCTURE.
3. THE UNDERPASS SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.
4. THE OVERPASS PIPE SHALL BE SUPPORTED BY THE UNDERPASS STRUCTURE.
5. THE UNDERPASS SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.

CASE "B" CROSSING

NOTE:

1. THE UNDERPASS SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.
2. THE OVERPASS PIPE SHALL BE SUPPORTED BY THE UNDERPASS STRUCTURE.
3. THE UNDERPASS SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.
4. THE OVERPASS PIPE SHALL BE SUPPORTED BY THE UNDERPASS STRUCTURE.
5. THE UNDERPASS SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.

TYPICAL TRENCH

NOTE:

1. THE TRENCH SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.
2. THE TRENCH SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.
3. THE TRENCH SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.

ADJUSTMENT OVER EXISTING UTILITIES MECHANICAL RESTRAINTS

NOTE:

1. THE RESTRAINT SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.
2. THE RESTRAINT SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.
3. THE RESTRAINT SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.

ADJUSTMENT UNDER EXISTING UTILITIES MECHANICAL RESTRAINTS

NOTE:

1. THE RESTRAINT SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.
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3. THE RESTRAINT SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.

OPEN CUT TRENCH FOR PRESSURE PIPE

NOTE:

1. THE TRENCH SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.
2. THE TRENCH SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.
3. THE TRENCH SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.

ADJUSTMENT UNDER EXISTING UTILITIES PIPE JOINT DEFLECTION

NOTE:

1. THE DEFLECTION SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.
2. THE DEFLECTION SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.
3. THE DEFLECTION SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.

ADJUSTMENT OVER EXISTING UTILITIES PIPE JOINT DEFLECTION

NOTE:

1. THE DEFLECTION SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.
2. THE DEFLECTION SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.
3. THE DEFLECTION SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.

WATER VALVE INSTALLATION DETAIL

NOTE:

1. THE VALVE SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.
2. THE VALVE SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.
3. THE VALVE SHALL BE CONSTRUCTED TO MAINTAIN THE CLEARANCE TO THE TOP OF THE OVERPASS PIPE AS SHOWN.

PVC PIPE RESTRAINT JOINT SCHEDULE

PIPE SIZE	RESTRAINT SIZE	RESTRAINT WEIGHT	RESTRAINT LENGTH	RESTRAINT WEIGHT PER FOOT
1/2"	1/2"	0.15	1.00	0.15
3/4"	3/4"	0.25	1.00	0.25
1"	1"	0.40	1.00	0.40
1 1/2"	1 1/2"	0.75	1.00	0.75
2"	2"	1.20	1.00	1.20
2 1/2"	2 1/2"	1.80	1.00	1.80
3"	3"	2.50	1.00	2.50
3 1/2"	3 1/2"	3.20	1.00	3.20
4"	4"	4.00	1.00	4.00
4 1/2"	4 1/2"	4.80	1.00	4.80
5"	5"	5.60	1.00	5.60
5 1/2"	5 1/2"	6.40	1.00	6.40
6"	6"	7.20	1.00	7.20
6 1/2"	6 1/2"	8.00	1.00	8.00
7"	7"	8.80	1.00	8.80
7 1/2"	7 1/2"	9.60	1.00	9.60
8"	8"	10.40	1.00	10.40
8 1/2"	8 1/2"	11.20	1.00	11.20
9"	9"	12.00	1.00	12.00
9 1/2"	9 1/2"	12.80	1.00	12.80
10"	10"	13.60	1.00	13.60
10 1/2"	10 1/2"	14.40	1.00	14.40
11"	11"	15.20	1.00	15.20
11 1/2"	11 1/2"	16.00	1.00	16.00
12"	12"	16.80	1.00	16.80
12 1/2"	12 1/2"	17.60	1.00	17.60
13"	13"	18.40	1.00	18.40
13 1/2"	13 1/2"	19.20	1.00	19.20
14"	14"	20.00	1.00	20.00
14 1/2"	14 1/2"	20.80	1.00	20.80
15"	15"	21.60	1.00	21.60
15 1/2"	15 1/2"	22.40	1.00	22.40
16"	16"	23.20	1.00	23.20
16 1/2"	16 1/2"	24.00	1.00	24.00
17"	17"	24.80	1.00	24.80
17 1/2"	17 1/2"	25.60	1.00	25.60
18"	18"	26.40	1.00	26.40
18 1/2"	18 1/2"	27.20	1.00	27.20
19"	19"	28.00	1.00	28.00
19 1/2"	19 1/2"	28.80	1.00	28.80
20"	20"	29.60	1.00	29.60
20 1/2"	20 1/2"	30.40	1.00	30.40
21"	21"	31.20	1.00	31.20
21 1/2"	21 1/2"	32.00	1.00	32.00
22"	22"	32.80	1.00	32.80
22 1/2"	22 1/2"	33.60	1.00	33.60
23"	23"	34.40	1.00	34.40
23 1/2"	23 1/2"	35.20	1.00	35.20
24"	24"	36.00	1.00	36.00
24 1/2"	24 1/2"	36.80	1.00	36.80
25"	25"	37.60	1.00	37.60
25 1/2"	25 1/2"	38.40	1.00	38.40
26"	26"	39.20	1.00	39.20
26 1/2"	26 1/2"	40.00	1.00	40.00
27"	27"	40.80	1.00	40.80
27 1/2"	27 1/2"	41.60	1.00	41.60
28"	28"	42.40	1.00	42.40
28 1/2"	28 1/2"	43.20	1.00	43.20
29"	29"	44.00	1.00	44.00
29 1/2"	29 1/2"	44.80	1.00	44.80
30"	30"	45.60	1.00	45.60
30 1/2"	30 1/2"	46.40	1.00	46.40
31"	31"	47.20	1.00	47.20
31 1/2"	31 1/2"	48.00	1.00	48.00
32"	32"	48.80	1.00	48.80
32 1/2"	32 1/2"	49.60	1.00	49.60
33"	33"	50.40	1.00	50.40
33 1/2"	33 1/2"	51.20	1.00	51.20
34"	34"	52.00	1.00	52.00
34 1/2"	34 1/2"	52.80	1.00	52.80
35"	35"	53.60	1.00	53.60
35 1/2"	35 1/2"	54.40	1.00	54.40
36"	36"	55.20	1.00	55.20
36 1/2"	36 1/2"	56.00	1.00	56.00
37"	37"	56.80	1.00	56.80
37 1/2"	37 1/2"	57.60	1.00	57.60
38"	38"	58.40	1.00	58.40
38 1/2"	38 1/2"	59.20	1.00	59.20
39"	39"	60.00	1.00	60.00
39 1/2"	39 1/2"	60.80	1.00	60.80
40"	40"	61.60	1.00	61.60
40 1/2"	40 1/2"	62.40	1.00	62.40
41"	41"	63.20	1.00	63.20
41 1/2"	41 1/2"	64.00	1.00	64.00
42"	42"	64.80	1.00	64.80
42 1/2"	42 1/2"	65.60	1.00	65.60
43"	43"	66.40	1.00	66.40
43 1/2"	43 1/2"	67.20	1.00	67.20
44"	44"	68.00	1.00	68.00
44 1/2"	44 1/2"	68.80	1.00	68.80
45"	45"	69.60	1.00	69.60
45 1/2"	45 1/2"	70.40	1.00	70.40
46"	46"	71.20	1.00	71.20
46 1/2"	46 1/2"	72.00	1.00	72.00
47"	47"	72.80	1.00	72.80
47 1/2"	47 1/2"	73.60	1.00	73.60
48"	48"	74.40	1.00	74.40
48 1/2"	48 1/2"	75.20	1.00	75.20
49"	49"	76.00	1.00	76.00
49 1/2"	49 1/2"	76.80	1.00	76.80
50"	50"	77.60	1.00	77.60
50 1/2"	50 1/2"	78.40	1.00	78.40
51"	51"	79.20	1.00	79.20
51 1/2"	51 1/2"	80.00	1.00	80.00
52"	52"	80.80	1.00	80.80
52 1/2"	52 1/2"	81.60	1.00	81.60
53"	53"	82.40	1.00	82.40
53 1/2"	53 1/2"	83.20	1.00	83.20
54"	54"	84.00	1.00	84.00
54 1/2"	54 1/2"	84.80	1.00	84.80
55"	55"	85.60	1.00	85.60
55 1/2"	55 1/2"	86.40	1.00	86.40
56"	56"	87.20	1.00	87.20
56 1/2"	56 1/2"	88.00	1.00	88.00
57"	57"	88.80	1.00	88.80
57 1/2"	57 1/2"	89.60	1.00	89.60
58"	58"	90.40	1.00	90.40
58 1/2"	58 1/2"	91.20	1.00	91.20
59"	59"	92.00	1.00	92.00
59 1/2"	59 1/2"	92.80	1.00	92.80
60"	60"	93.60	1.00	93.60
60 1/2"	60 1/2"	94.40	1.00	94.40
61"	61"	95.20	1.00	95.20
61 1/2"	61 1/2"	96.00	1.00	96.00
62"	62"	96.80	1.00	96.80
62 1/2"	62 1/2"	97.60	1.00	97.60
63"	63"	98.40	1.00	98.40
63 1/2"	63 1/2"	99.20	1.00	99.20
64"	64"	100.00	1.00	100.00
64 1/2"	64 1/2"	100.80	1.00	100.80
65"	65"	101.60	1.00	101.60
65 1/2"	65 1/2"	102.40	1.00	102.40
66"	66"	103.20	1.00	103.20
66 1/2"	66 1/2"	104.00	1.00	104.00
67"	67"	104.80	1.00	104.80
67 1/2"	67 1/2"	105.60	1.00	105.60
68"	68"	106.40	1.00	106.40
68 1/2"	68 1/2"	107.20	1.00	107.20
69"	69"	108.00	1.00	108.00
69 1/2"	69 1/2"	108.80	1.00	108.80
70"	70"	109.60	1.00	109.60
70 1/2"	70 1/2"	110.40	1.00	110.40
71"	71"	111.20	1.00	111.20
71 1/2"	71 1/2"	112.00	1.00	112.00
72"	72"	112.80	1.00	112.80
72 1/2"	72 1/2"	113.60	1.00	113.60
73"	73"	114.40	1.00	114.40
73 1/2"	73 1/2"	115.20	1.00	115.20
74"	74"	116.00	1.00	116.00
74 1/2"	74 1/2"	116.80	1.00	116.80
75"	75"	117.60	1.00	117.60
75 1/2"	75 1/2"	118.40	1.00	118.40
76"	76"	119.20	1.00	119.20
76 1/2"	76 1/2"	120.00	1.00	120.00
77"	77"	120.80	1.00	120.80
77 1/2"	77 1/2"	121.60	1.00	121.60
78"	78"	122.40	1.00	122.40
78 1/2"	78 1/2"	123.20	1.00	123.20
79"	79"	124.00	1.00	124.00
79 1/2"	79 1/2"	124.80	1.00	124.80
80"	80"	125.60	1.00	125.60
80 1/2"	80 1/2"	126.40	1.00	126.40
81"	81"	127.20	1.00	127.20
81 1/2"	81 1/2"	128.00	1.00	128.00
82"	82"	128.80	1.00	128.80
82 1/2"	82 1/2"	129.60	1.00	129.60
83"	83"	130.40	1.00	130.40
83 1/2"	83 1/2"	131.20	1.00	131.20
84"	84"	132.00	1.00	132.00
84 1/2"	84 1/2"	132.80	1.00	132.80
85"	85"	133.60	1.00	133.60
85 1/2"	85 1/2"	134.40	1.00	134.40
86"	86"	135.20	1.00	135.20
86 1/2"	86 1/2"	136.00	1.00	136.00
87"	87"	136.80	1.00	136.80
87 1/2"	87 1/2"	137.60	1.00	137.60
88"	88"	138.40	1.00	138.40
88 1/2"	88 1/2"	139.20	1.00	139.20
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90"	90"	141.60	1.00	141.60
90 1/2"	90 1/2"	142.40	1.00	142.40
91"	91"	143.20	1.00	143.20
91 1/2"	91 1/2"	144.00	1.00	144.00
92"	92"	144.80	1.00	144.80
92 1/2"	92 1/2"	145.60	1.00	145.60
93"	93"	146.40	1.00	146.40
93 1/2"	93 1/2"	147.20	1.00	147.20
94"	94"	148.00	1.00	148.00
94 1/2"	94 1/2"	148.80	1.00	148.80
95"	95"	149.60	1.00	149.60
95 1/2"	95 1/2"	150.40	1.00	150.40
96"	96"	151.20	1.00	151.20
96 1/2"	96 1/2"	152.00	1.00	152.00
97"	97"	152.80	1.00	152.80
97 1/2"	97 1/2"	153.60	1.00	153.60
98"	98"	154.40	1.00	154.40
98 1/2"	98 1/2"	155.20	1.00	155.20
99"	99"	156.00	1.00	156.00
99 1/2"	99 1/2"	156.80	1.00	156.80
100"	100"	157.60	1.00	157.60
100 1/2"	100 1/2"			

Appendix A

TEMPORARY SAMPLE TAP UTILIZING A NEW 1" WATER SERVICE
 JANUARY 2022 PLATE W-34

TEMPORARY SAMPLE TAP ALTERNATIVE METHOD A
 JANUARY 2022 PLATE W-35

TEMPORARY SAMPLE TAP ALTERNATIVE METHOD B
 JANUARY 2022 PLATE W-36

TEMPORARY SAMPLE TAP UTILIZING PLUG AT FLUSHING LOCATION
 JANUARY 2022 PLATE W-37

PLUGGED DEAD END USING MECHANICAL RESTRAINTS
 JANUARY 2022 PLATE W-38

LOCATE WIRE BOX UTILIZING VALVE BOX
 JANUARY 2022 PLATE W-39

LOCATE WIRE BOX UTILIZING METER BOX
 JANUARY 2022 PLATE W-40

LOCATE WIRE SYSTEM
 JANUARY 2022 PLATE W-41

LOCATE WIRE FOR BRANCH MAIN
 JANUARY 2022 PLATE W-42

LOCATE WIRE BOX
 JANUARY 2022 PLATE W-43

Appendix B

SWABBING PORT AND CLEAN OUT VAULT DETAIL - SECTION
 JANUARY 2022 PLATE W-46

SWABBING PORT AND CLEAN OUT VAULT DETAIL - PLAN
 JANUARY 2022 PLATE W-47

SWABBING PIG LAUNCHING STATION DETAIL FOR WATER MAINS UP TO 24\"
 JANUARY 2022 PLATE W-48

SWABBING LAUNCHING STATION DETAIL FOR NEW WATER MAIN UP TO 24\"
 JANUARY 2022 PLATE W-49

RETROFIT SWABBING LAUNCHING STATION DETAIL FOR WATER MAINS UP TO 24\"
 JANUARY 2022 PLATE W-50

SANITARY SEWER TYPE "A" MANHOLE
8'-21" SEWERS
JANUARY 2022
PLATES S-4-S-3

SANITARY SEWER TYPE "B" MANHOLE
8'-10" SEWERS
JANUARY 2022
PLATES S-4-S-5

SANITARY SEWER TYPE "D" MANHOLE
12'-21" SEWERS
JANUARY 2022
PLATES S-4-S-6

NOTES:

1. THE MANHOLE SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE SURFACE OF THE ROAD OR DRIVEWAY.
2. THE MANHOLE SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE SURFACE OF THE ROAD OR DRIVEWAY.
3. THE MANHOLE SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE SURFACE OF THE ROAD OR DRIVEWAY.
4. THE MANHOLE SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE SURFACE OF THE ROAD OR DRIVEWAY.
5. THE MANHOLE SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE SURFACE OF THE ROAD OR DRIVEWAY.
6. THE MANHOLE SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE SURFACE OF THE ROAD OR DRIVEWAY.
7. THE MANHOLE SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE SURFACE OF THE ROAD OR DRIVEWAY.
8. THE MANHOLE SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE SURFACE OF THE ROAD OR DRIVEWAY.
9. THE MANHOLE SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE SURFACE OF THE ROAD OR DRIVEWAY.
10. THE MANHOLE SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE SURFACE OF THE ROAD OR DRIVEWAY.

OPEN CUT TRENCH FOR PRESSURE PIPE
IN CITY RIGHT-OF-WAY
JANUARY 2022
PLATE S-4-S-4

MANHOLE PIPE CONNECTION DETAIL
JANUARY 2022
PLATE S-4-S-15

SANITARY SEWER MANHOLE FRAME AND COVER
JANUARY 2022
PLATE S-4-S-1

PRECAST SEWER MANHOLE JOINT DETAIL
JANUARY 2022
PLATE S-4-S-17

NOTES:

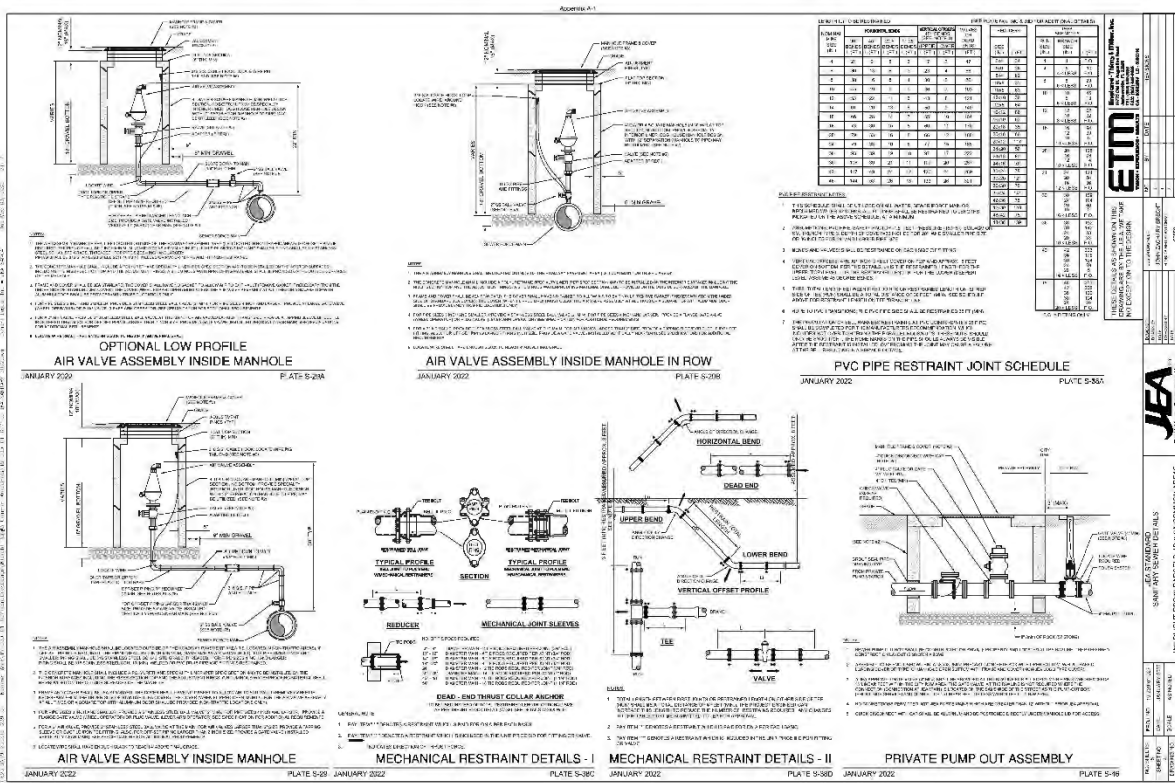
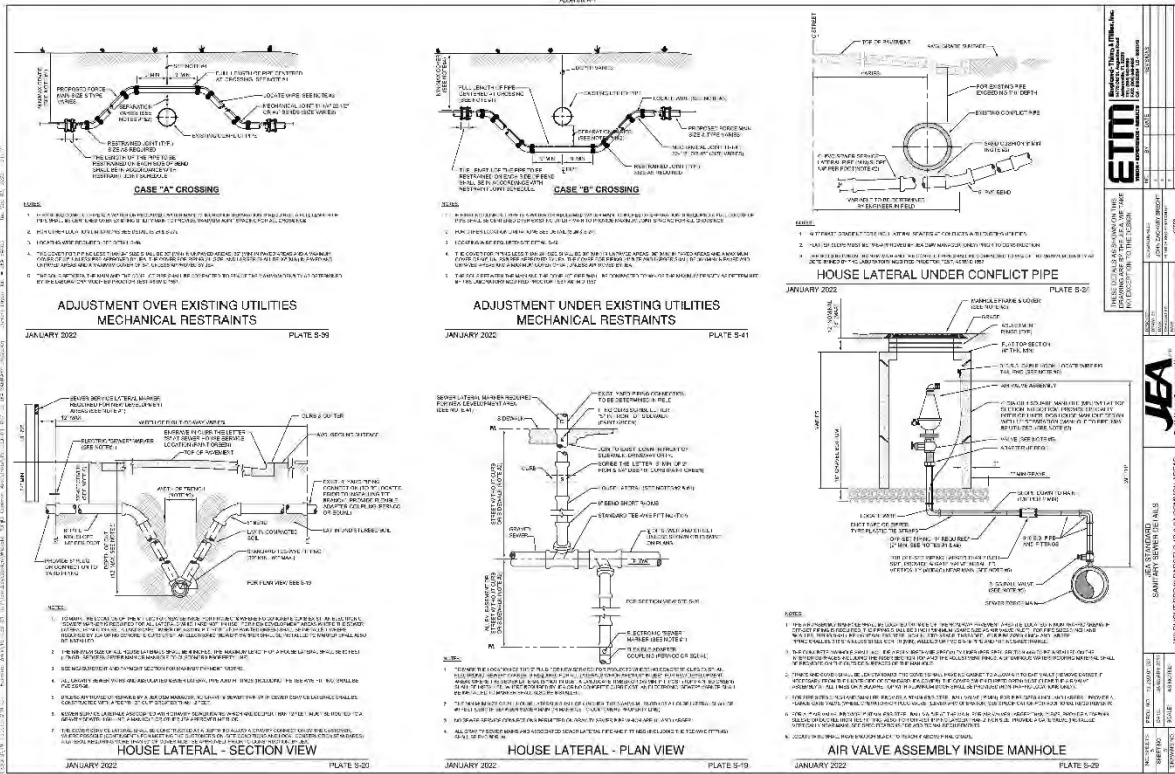
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2. THE TRENCH SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE SURFACE OF THE ROAD OR DRIVEWAY.
3. THE TRENCH SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE SURFACE OF THE ROAD OR DRIVEWAY.
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6. THE TRENCH SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE SURFACE OF THE ROAD OR DRIVEWAY.
7. THE TRENCH SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE SURFACE OF THE ROAD OR DRIVEWAY.
8. THE TRENCH SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE SURFACE OF THE ROAD OR DRIVEWAY.
9. THE TRENCH SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE SURFACE OF THE ROAD OR DRIVEWAY.
10. THE TRENCH SHALL BE CONSTRUCTED TO THE FINISHED GRADE OF THE SURFACE OF THE ROAD OR DRIVEWAY.

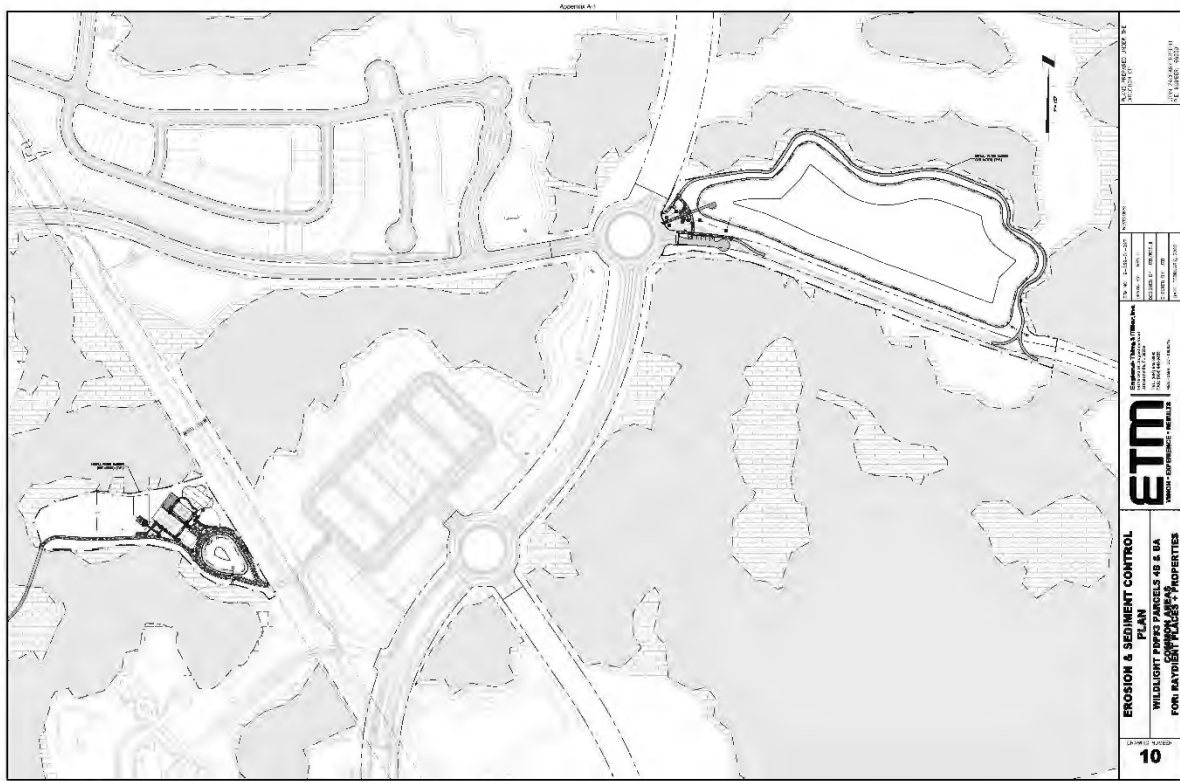
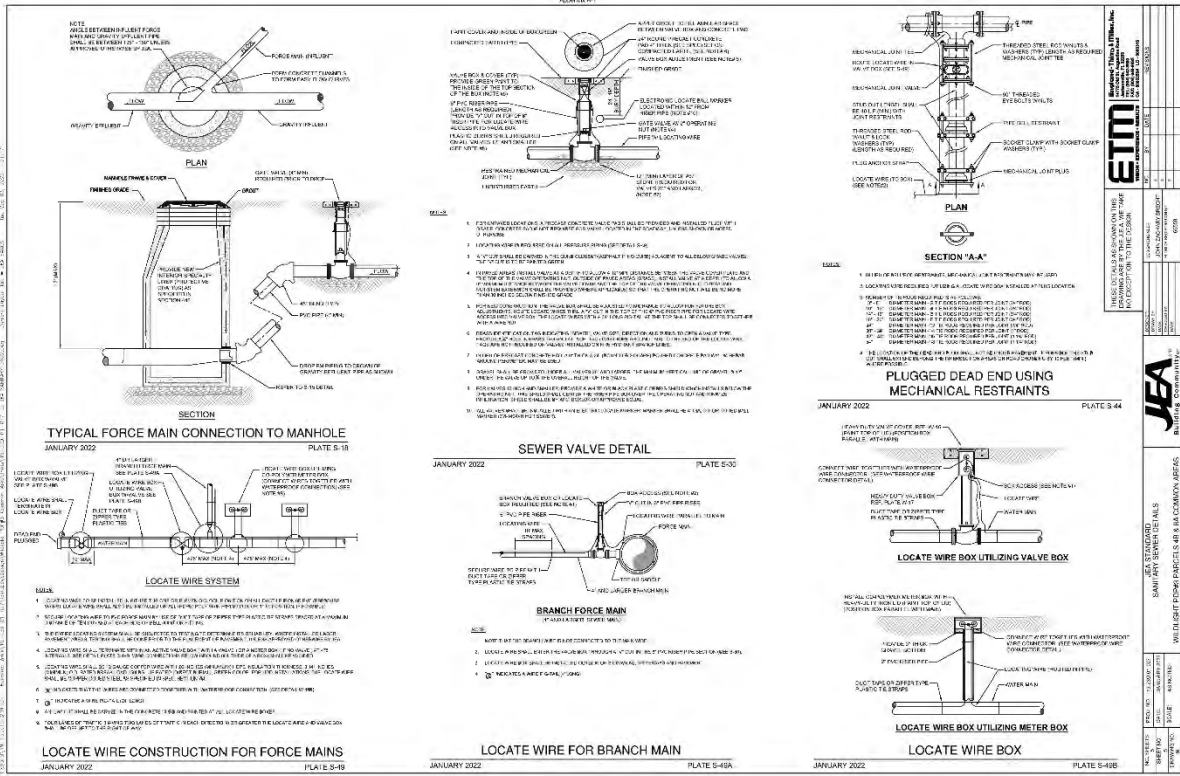
ETM
ENGINEERING & TECHNICAL MANAGEMENT, INC.
10000 W. 10TH AVENUE, SUITE 100, DENVER, CO 80202
TEL: 303.751.1000 FAX: 303.751.1001
WWW.ETM-ENGINEERING.COM

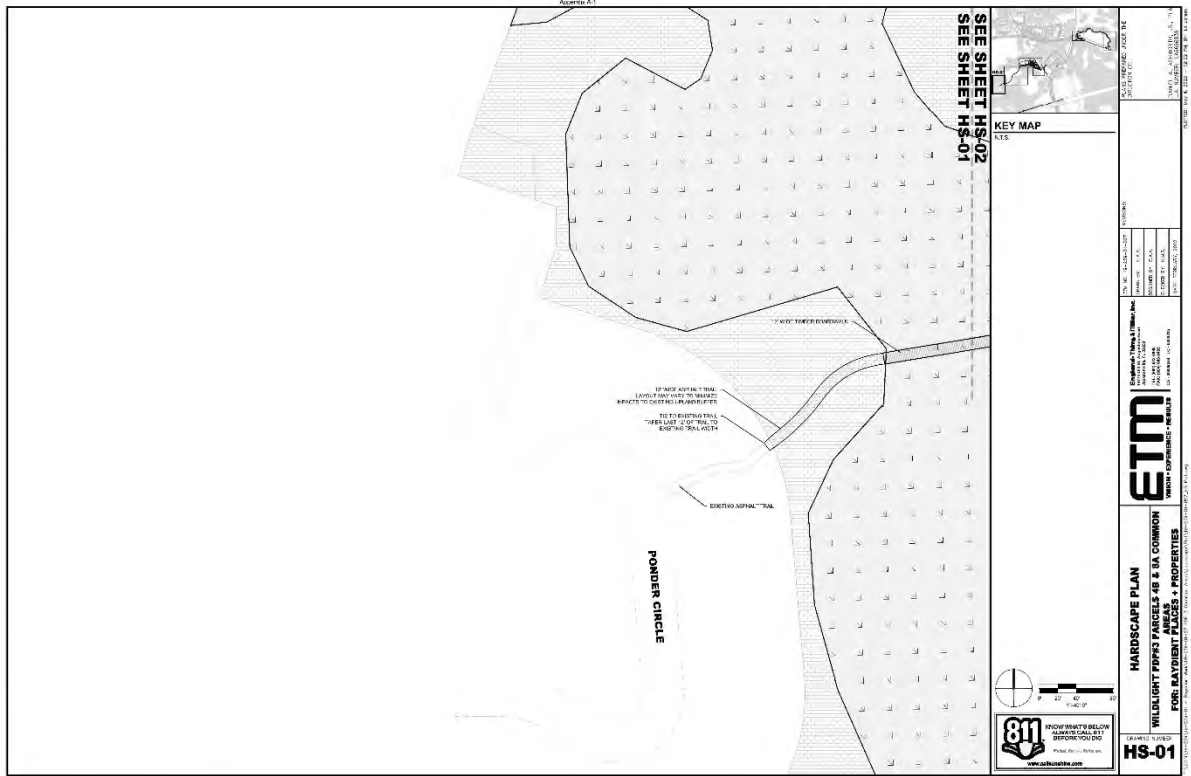
JEA
JEA CONSULTANTS, INC.
10000 W. 10TH AVENUE, SUITE 100, DENVER, CO 80202
TEL: 303.751.1000 FAX: 303.751.1001
WWW.JEA-CONSULTANTS.COM

REVISIONS:

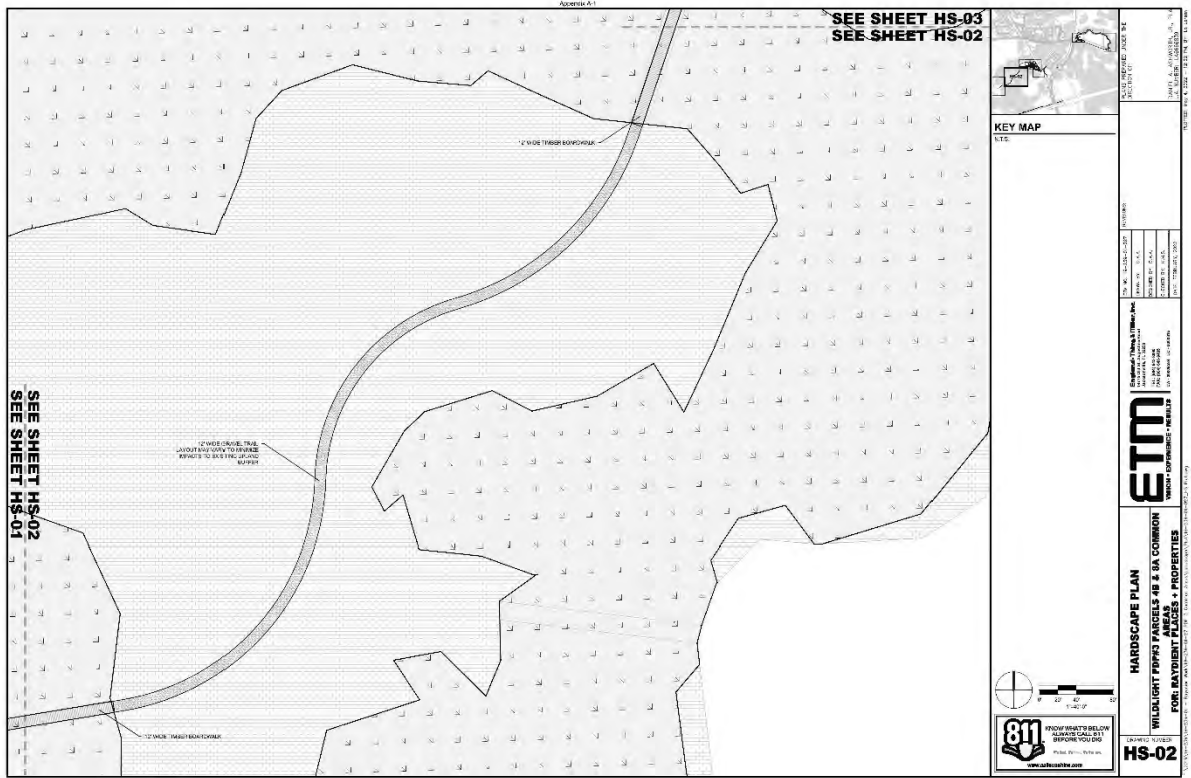
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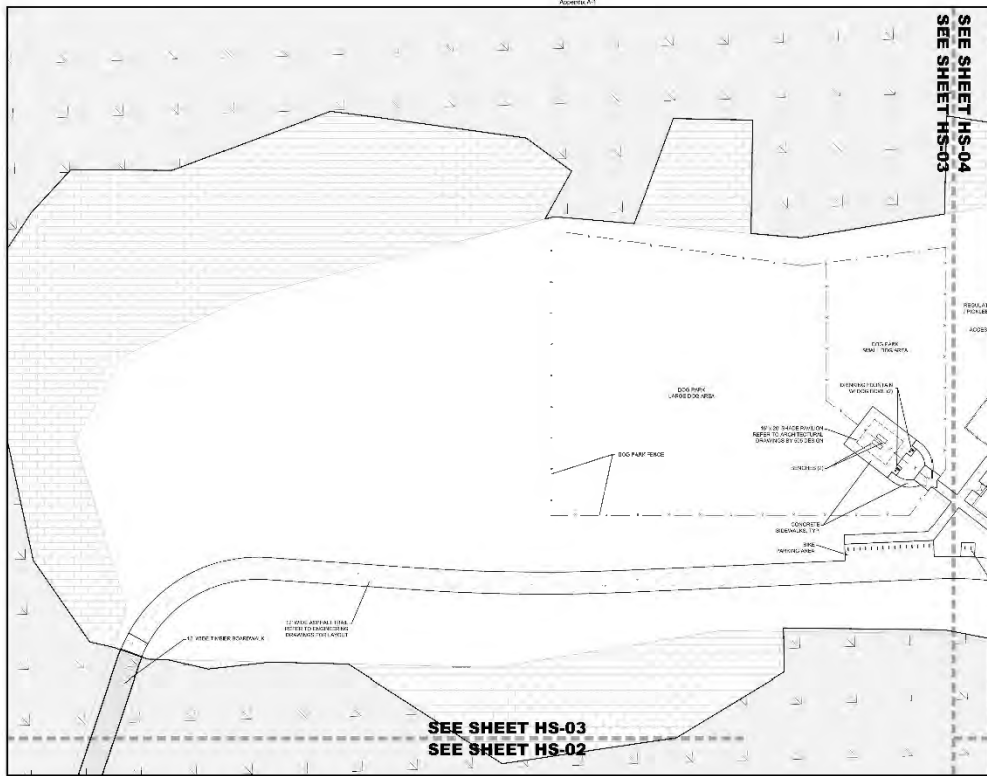




DATE: 08/14/2018 10:58:11 AM USER: J. BURKE



DATE: 08/14/2018 10:58:11 AM USER: J. BURKE



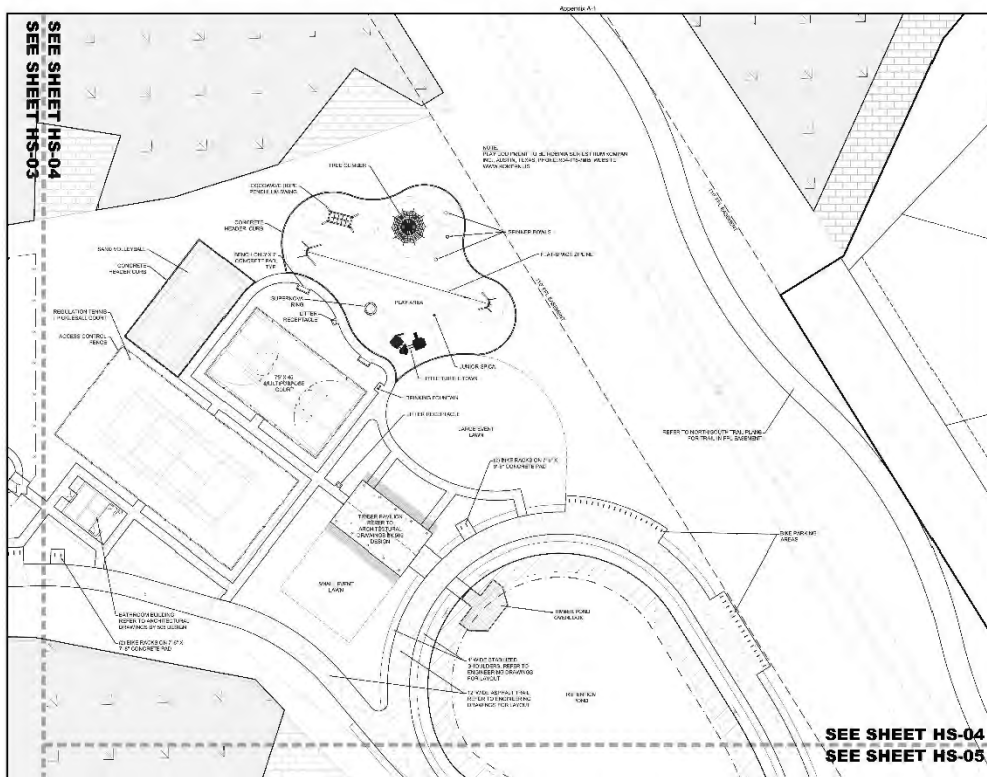
KEY MAP
A15

SEE SHEET HS-04
SEE SHEET HS-03

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BEFORE YOU DIG
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www.811minn.com

ETM
Engineering & Technical Services, Inc.
10000 University Ave. N., Suite 100
Minneapolis, MN 55412
Phone: 763-429-1100
www.etm.com

HARDSCAPE PLAN
WILDLIGHT PAPERS PARCELS 4B & 5A COMMON AREAS
FOR: PAYMENT PLACES + PROPERTIES
HS-03



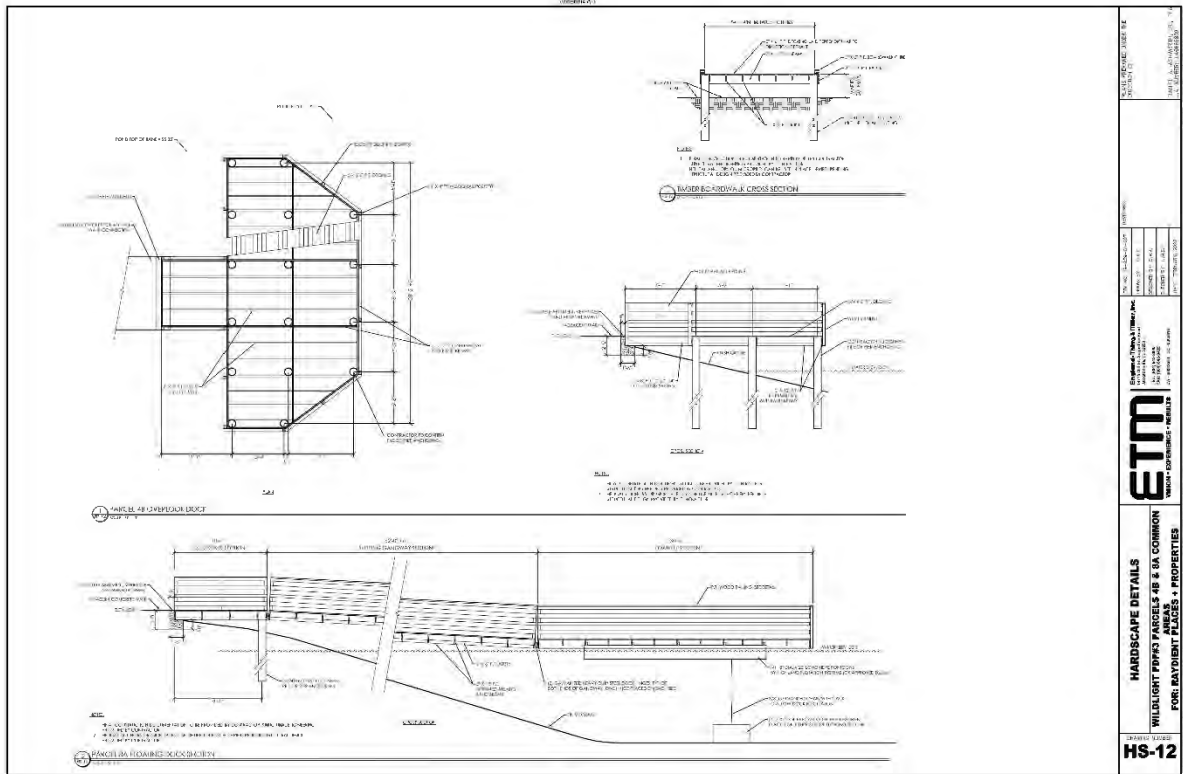
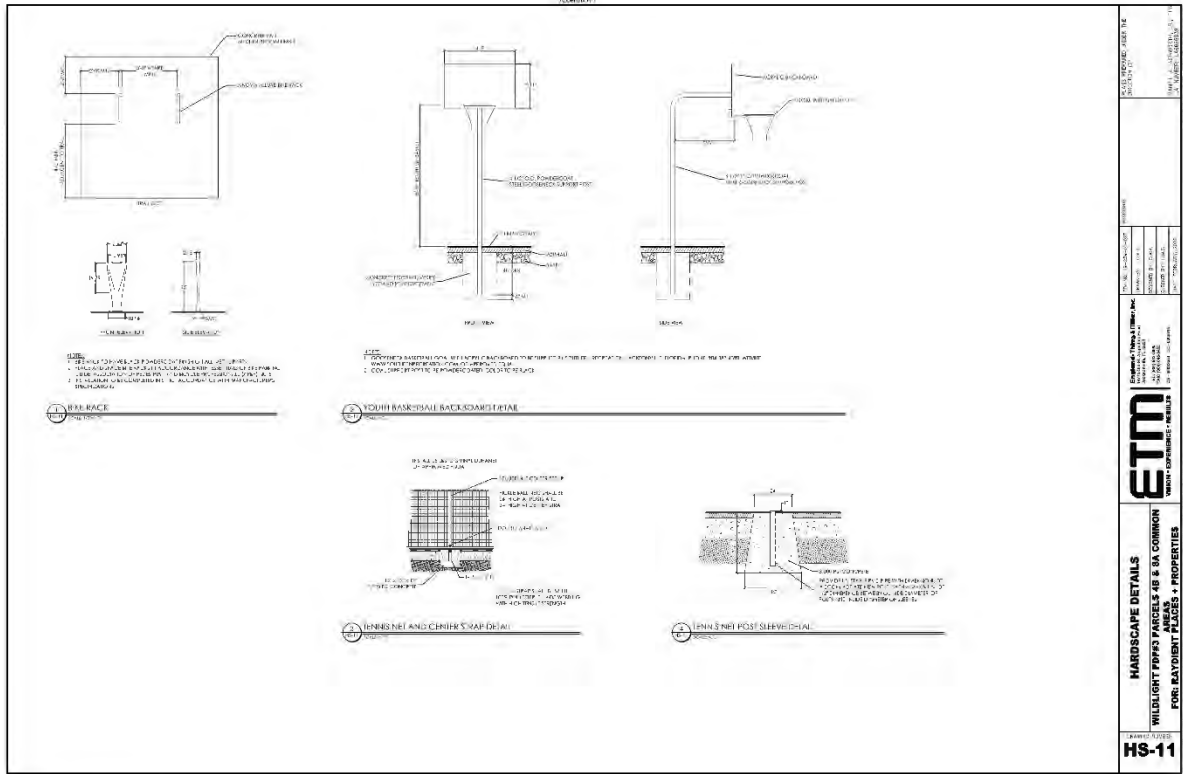
KEY MAP
A15

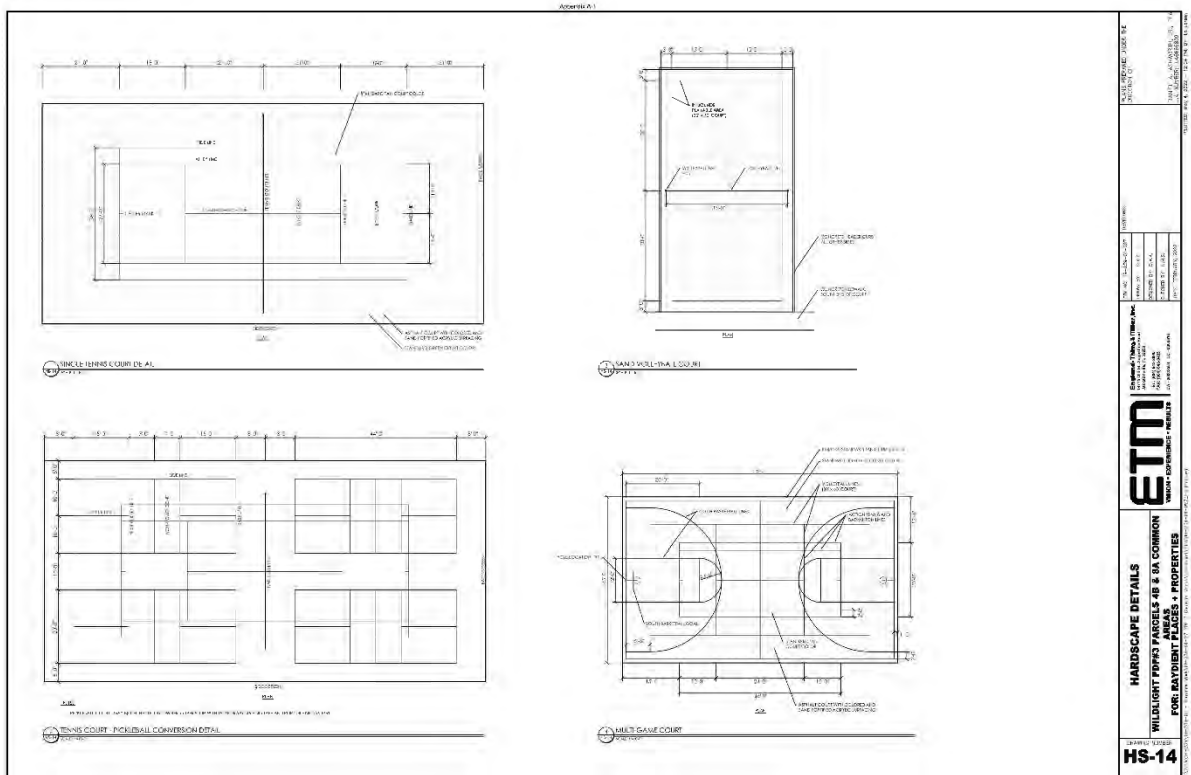
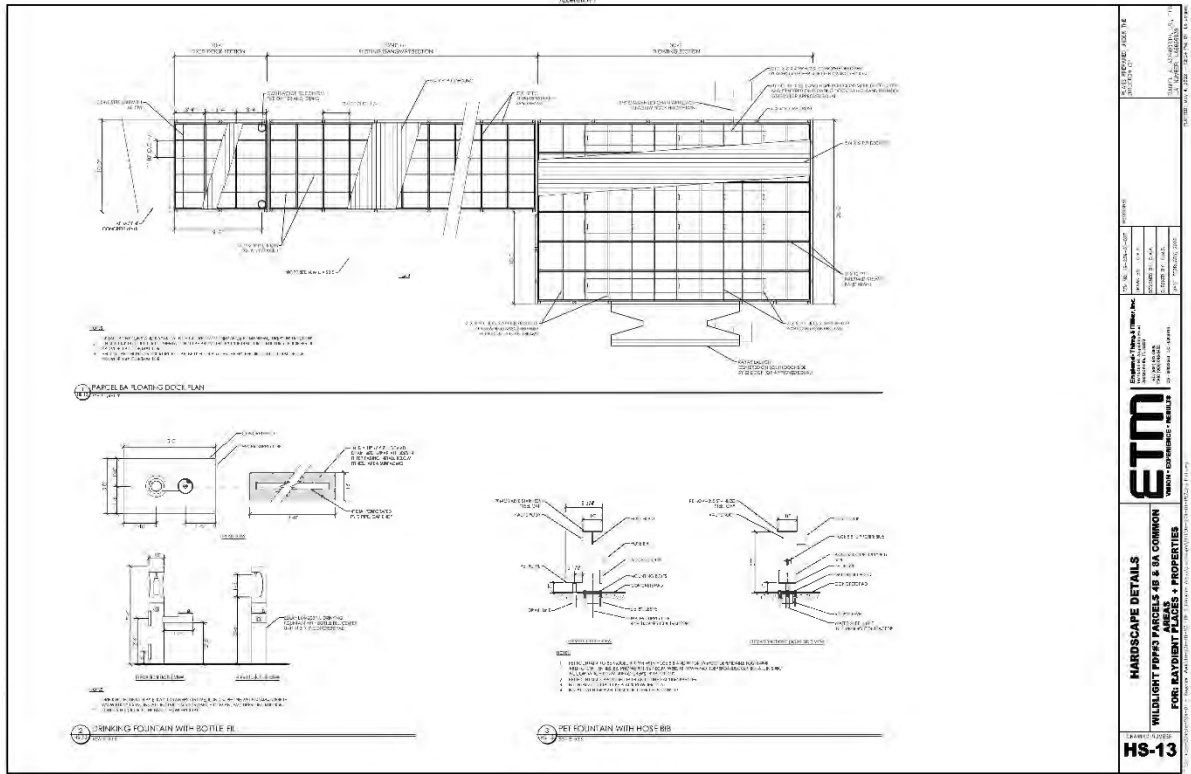
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HARDSCAPE PLAN
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FOR: PAYMENT PLACES + PROPERTIES
HS-04





Appendix B
"Land" or "Lands"

FOREST
Wildlight

BLOCK OR COMPARTMENT
as directed by Purchaser

ZD 78513; RQ 137924; CB-22-00019 - Dockworks of Northeast Florida LLC - JN c081522

**APPENDIX C
GENERAL 2 - INSURANCE FORM**

Contractor must have proof of insurance. Purchaser requirements are as follows:

Additional Insured:

Rayonier Inc. its subsidiaries and subsidiaries thereof
1 Rayonier Way
Wildlight, FL 32097

General Liability (Including: Aircraft Liability Insurance, if applicable, Product Liability/ Completed Operations, Contractual Liability)		
	Each Occurrence	\$ 1,000,000
	Damage to Rented Premises (Each Occurrence)	\$
	Med Exp (Any one person)	\$
	Personal & Adv Injury	\$ 1,000,000
	General Aggregate	\$ 1,000,000
	Products – Comp/Op Agg	\$ 1,000,000
Automobile Liability (Including Owned, Non-Owned and Hired Vehicles)		
	Combined Single Limit (Ea accident)	\$ 500,000
		\$1,000,000 for Washington State Department of Natural Resources, where RTRS or RFR is the buyer or permittee, the auto liability requirement as required by the State
	Bodily Injury (Per person)	\$
	Bodily Injury (Per accident)	\$
	Property Damage (Per accident)	\$
Worker's Compensation	WC Statutory Limits	Statutory
Employer's Liability (1)	Each Accident	\$ 100,000
	Disease (Ea Employee)	\$ 100,000
	Disease (Policy Limit)	\$ 100,000
Loggers Broad Form (Required for forestry) (Logging and Lumbering or Fire and Overcut)	Each Occurrence	\$ 1,000,000

Note: The foregoing minimum levels of liability insurance may be evidenced by a primary insurance policy on or by the combination of primary and umbrella (excess) liability policies.

Evidence of Compliance with Insurance Requirements

Prior to commencing Work or entering property or facilities of Purchaser, Contractor shall secure such insurance as necessary to comply with the foregoing requirements and will provide a Certificate of Insurance evidencing the policies in effect for the duration of the Agreement. Under the Professional Liability Insurance requirements, Architect's and Engineer's coverage will be endorsed to include contractual liability. The Certificate of Insurance will further evidence that **RAYONIER INC. its subsidiaries and subsidiaries thereof** has been **NAMED AS AN ADDITIONAL INSURED** under the General Liability Policy, and that Purchaser will be given thirty (30) days written notice prior to cancellation or material change to any policy evidenced. If the General Liability coverage evidenced is written on a "Claims Made" basis, the certificate will so evidence along with stating the "Retroactive Date" contained in the policy. To be acceptable the "Retroactive Date" must be prior to the commencement of any contract with Purchaser. Waiver of Subrogation language for all policies shall be in favor of "Rayonier Inc. its subsidiaries and subsidiaries thereof". Prior to commencing work, it is required that Rayonier be named as the certificate holder on the liability policies, ensure that broker/agent includes the following certificate holder language:

Rayonier Inc. its subsidiaries and subsidiaries thereof
Insurance Compliance
PO Box 100085 - R7
Duluth, GA 30096

Please email copies of certificates of insurance to: rayonier@ebix.com

IMPORTANT

No contractor or company shall commence Work or enter upon the property or facilities of Purchaser, its Division or Subsidiaries, until a Certificate of Insurance as above discussed has been received by Purchaser

(1) If covered by Washington L&I for workers' compensation, "Stop Gap" coverage must be provided to meet the employer's liability requirement

Rev. 02.03.2022

ZD 78513; RQ 137924; CB-22-00019 - Dockworks of Northeast Florida LLC - JN c081522

APPENDIX D
Rayonier Field Guidance for Small Oil Spill Management during Silvicultural Operations
Contract Handout

In the event of a spill, call your Rayonier Representative, or the Rayonier Environmental Manager, Forestry Practices & Compliance (904.321.5555).

For reporting, please answer the following:

- What was spilled?
- How much was spilled?
- Where was it spilled?
- Has the spill reached any water (flowing or ponded)?
- What have you done to contain the spill?

Spill Response Guidelines:

- For small spills less than 10 gallons and below the Reportable Quantity (RQ) threshold for a given state; absorbent materials in the spill kit can be used to contain and absorb as much of the material as feasible. An absorbent product [RamSorb 1™](#) can be used to absorb petroleum in soil or water. Once clean-up is complete a follow-up treatment of with a bio-remediation product (e.g., [RamSorb 1™](#) or [VeruTEK Spill Eraser™](#)) is recommended. Alternatively, a rate of 8 oz/10ft² of 10-10-10 General Purpose fertilizer can be evenly spread over the spill and worked into the contaminated soil as a bio-remediation treatment.
- In situations where oil is widely dispersed, poses no threat to human health or the environment, and cannot be easily cleaned up, a practical solution may be to leave the material in place to naturally degrade. Bio-remediation products (e.g., [RamSorb 1™](#) or [VeruTEK Spill Eraser™](#)) should be blended into each oil spot to enhance degradation. Alternatively, a rate of 8 oz/10ft² of 10-10-10 General Purpose fertilizer can be evenly spread over the spill and worked into the contaminated soil as a bio-remediation treatment.
- For medium-sized spills (generally >10 gal. & < 25 gal. and below the RQ threshold for a given state); contaminated material must be excavated, placed in plastic bags or a suitable container and disposed of according to the applicable state environmental regulations governing solid waste management.
- Any oil contaminated materials (e.g., used materials from a spill kit) must be placed in plastic bags or a suitable container and disposed of according to the applicable state environmental regulations governing solid waste management.
- Always observe proper safety precautions when handling flammable spill materials.

Proper Disposal of Waste Materials:

Cleaning up small spills will generate oil-contaminated spill kit items and possibly small quantities of oil- contaminated soil. Most municipal landfills will accept small quantities of oil-contaminated material or have a

hazardous materials collection station where small quantities of oil-contaminated waste can be dropped off.

Many state environmental agencies provide lists of licensed recycle contractors and disposal locations.

Note: Per the contract, the contractor is required to have a spill kit with materials adequately equipped to contain materials used or stored on the land.

Appendix E

These are a selection of the Threatened and Endangered species throughout Rayonier's land holdings, there is the potential for other species (region specific) to occur. Your Rayonier Representative will advise you of any additional safeguards which need to be taken or if other Threatened and Endangered Species have the potential to be present in your activity area.

In the event you observe threatened or endangered species on Rayonier lands, you are required to report such sightings to Rayonier as soon as reasonably possible. To report, call your Rayonier Representative, or the Rayonier Manager, Sustainable Forestry (904.321.5555).

For reporting, please answer the following:

- What was observed?
- When was it observed?
- Where was it observed?
- How is the location accessed?

Eastern indigo snake

The eastern indigo snake has even blue-black dorsal and lateral scales, with some specimens having a reddish-orange to tan color on the throat, cheeks, and chin. This snake received its common name from the glossy iridescent ventral scales which can be seen as blackish-purple in bright light. This smooth-scaled snake is considered to be the longest native snake species in the United States. Unlike many snakes, mature male indigo snakes are slightly larger than females. A typical mature male measures (7.0–7.7 ft), whereas a mature female typically measures around (6.6 ft) in length. The indigo snake tends to be associated with burrows of the gopher tortoise. **Avoid damaging visible burrows and conducting activities in concentrated burrow areas. Report any observations of the indigo snake.**



Red-cockaded Woodpecker

The Red-cockaded Woodpecker nests only in live pines, though it often selects ones that are infected with the red heart fungus. The fungus softens the wood and allows the woodpecker to dig out a cavity. The live pine tree then "bleeds" pitch around the nest hole. The heavy flow of gum helps keep tree-climbing snakes away from the nest. **When bird activity or cavities are observed, shut down operations and report sightings.**



Appendix E

Gopher Tortoise

Gopher tortoises have shovel-like front legs that help them to dig, and their back legs are strong and sturdy. As with all tortoises, the undersides of males' shells are concave, distinguishing them from females. Male gopher tortoises also have longer tails than females and extended shells under their chins that they use for ramming or butting; females tend to be larger in size. As adults they are mostly brownish gray with a yellowish, tan underside. In hatchlings, they are bright yellow with brown edges. The burrow appears to resemble a half-moon in shape, has an open sandy area in front of the burrow, called the apron and is often used by the female tortoises for a nest site. **Avoid damaging visible burrows and conducting activities in concentrated burrow areas.**



Gopher Tortoise burrow opening



Mature Gopher Tortoise



Gopher Tortoise Hatchling

Bald Eagle

Although the Bald Eagle was removed from the Federal Endangered Species List in June, 2007, it is still protected under the USFWS National Bald Eagle Management Guidelines – May 2007. Bald eagle nests are among the largest nests of all birds. Bald eagle nests are typically 5-6 feet in diameter and 3 feet tall. **Report observations of active or inactive nests.**



Wood Stork

As of June 26, 2014 the Wood Stork is classified as a threatened species by the U.S. Fish & Wildlife Service. The wood stork is a broad-winged soaring bird that flies with its neck outstretched and legs extended. It forages usually where lowering water levels concentrate fish in open wetlands; and favors cypress trees in marshes, swamps. Often the wood stork will be found in large numbers in these locations. **When concentrated bird activity is observed shut down operations and report sightings.**



Appendix E

Louisiana Pine Snake

As of April 6, 2018 the Louisiana Pine Snake is classified as a threatened species by the U.S. Fish & Wildlife Service. The Louisiana Pine Snake color is buff or lion-like yellow with dark brown blotches and spots that are very similar throughout the body. The marking patterns are visibly different from one end to another. The neck region is "busier", the dark reticulates and blends more with the lighter coloration. Towards the mid-body, the dark markings become more distinct and contrasting, and continue to be more distinct toward the tail, yet reduced in marking thickness. The snakes can be observed in a black or red phase. Furthermore, the very pointed head may only be marked slightly with some small dots and a faded bars. A typical mature snake measures 3-4 ft. Seasonally, Louisiana pine snakes were most active between March-May and fall (especially November). They are least active during hibernation in December-February, and in summer (especially August). The Louisiana pine snake tends to be associated with burrows systems of the Baird pocket gophers. **Avoid damaging visible burrows and conducting activities in concentrated burrow areas. Report any observations of the Louisiana Pine Snake.**



Louisiana Pine Snake in two color phases: Black phase and Red phase.

WARRANTY AND RELEASE OF RESTRICTIONS ON THE EAST NASSAU STEWARDSHIP DISTRICT RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS AND RELATED DOCUMENTS CREATED OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS

[ENGINEERING DOCUMENTS FOR MOBILITY TRAIL IMPROVEMENTS PORTIONS OF PHASES 1C-1, 1C-WEST, 1C-2, AND PDP 3, POD 4 AND POD 5]

THIS WARRANTY AND RELEASE is made the 28 day of FEBRUARY, 2024, by **England-Thims & Miller, Inc.**, whose address is 14775 Old St. Augustine Road, Jacksonville, Florida 32258 (“Professional”), in favor of the **East Nassau Stewardship District** (“District”), which is a local unit of special-purpose government situated in the Nassau County, Florida, and having offices located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 1. DESCRIPTION OF SCOPE OF SERVICES. Professional has provided work product in connection with the construction/installation of certain site infrastructure improvements for Wildlight LLC, a landowner and developer within the District (“Developer”). An outline of the scope of services provided by Professional is attached as **Exhibit A** (“Work Product”).

SECTION 2. USE OF WORK PRODUCT. Professional acknowledges that the Landowner may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District’s right to use and rely upon the Work Product.

SECTION 3. WARRANTY. Professional hereby expressly guarantees that the Work Product identified in **Exhibit A** is fit for the purposes for which it is designed and intended. This expressed warranty shall not serve to eliminate any responsibility of Professional for the Work Product under Florida Statutes or case law, or to exclude any implied warranties and responsibilities.

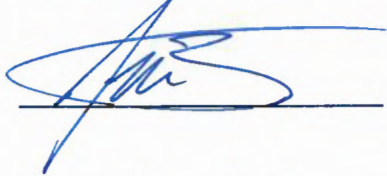
SECTION 4. RELEASES. Premised upon the District’s agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District’s right to use and rely upon the Work Product for the purposes for which it is intended. Professional hereby affirmatively agrees that the Work identified in **Exhibit A** is free of all claims, security agreement, encumbrances or liens.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit A** and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release

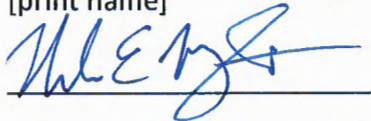
of lien for any payments due to Professional by Landowner and/or the District for the Work Product identified in **Exhibit A**.

SECTION 6. EFFECTIVE DATE. This Warranty and Release shall take effect upon execution.

WITNESSES



Jon-Michael Berquin
[print name]



NICHOLAS MEWHART
[print name]

ENGLAND-THIMS & MILLER, INC., a Florida corporation

By: 

Name: JOHN ZACHARY BREGOT

Its: SENIOR PM / SHAREHOLDER

EXHIBIT A

Engineering by ETM: The work product associated with this Release & Warranty include Wildlight PDP #4 Parcel 4B & 8A Common Areas Engineering Plans, dated November 16, 2022, Wildlight PDP #3 North/South Trail Engineering Plans dated December 1, 2022, and Sloped Trail Connection Site Plan Exhibit dated February 1, 2023, all as related to public mobility trails improvements for East Nassau Stewardship District.

WARRANTY AND RELEASE OF RESTRICTIONS ON THE EAST NASSAU STEWARDSHIP DISTRICT RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS AND RELATED DOCUMENTS CREATED OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS

[GEOTECHNICAL ENGINEERING REPORT – WILDLIGHT POD 4]

THIS **WARRANTY AND RELEASE** is made the 28th day of February, 2024, by **ECS Florida, LLC**, whose address is 14030 Thunderbolt Place, Suite 500, Chantilly, Virginia 20151 (“Professional”), in favor of the **East Nassau Stewardship District** (“District”), which is a local unit of special-purpose government situated in the Nassau County, Florida, and having offices located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 1. DESCRIPTION OF SCOPE OF SERVICES. Professional has provided work product in connection with the construction/installation of certain infrastructure improvements for Wildlight LLC, a landowner and developer within the District (“Developer”). An outline of the scope of services provided by Professional is attached as **Exhibit A** (“Work Product”).

SECTION 2. USE OF WORK PRODUCT. Professional acknowledges that the Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District’s right to use and rely upon the Work Product.

SECTION 3. RELEASES. Premised upon the District’s agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District’s right to use and rely upon the Work Product for its intended purposes. Professional hereby affirmatively agrees that the Work identified in **Exhibit A** is free of all claims, security agreement, encumbrances or liens.

SECTION 4. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit A** and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer and/or the District for the Work Product identified in **Exhibit A**.

SECTION 5. EFFECTIVE DATE. This Warranty and Release shall take effect upon execution.

WITNESSES

Rebecca Kiser

Rebecca Kiser
[print name]

Chris Egan

Chris Egan
[print name]

ECS FLORIDA, LLC, a Virginia limited liability company

By: Joey Broussard
Name: Joey Broussard, P.E.
Its: Vice President

EXHIBIT A

Geotechnical Report: The work product associated with this Release & Warranty include Geotechnical Engineering Report for Wildlight Pod 4 dated April 15, 2020, as related to public mobility trails improvements for East Nassau Stewardship District.



PROPERTY INFORMATION REPORT

Order No.: 11572838

Addressee:
Rayonier, Inc
1 Rayonier Way
Wildlight, FL 32097
111-111-1111

Fidelity National Title Insurance Company has caused to be made a 30 year search of the Public Records of Nassau County, Florida, ("Public Records"), through 02/01/2024 8:00 AM, as to the following described real property lying and being in the aforesaid County, to-wit:

See Exhibit "A" attached hereto

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

Wildlight LLC, a Delaware limited liability company

The following liens against the said real property recorded in the aforesaid Public Records have been found:

1. NONE

OTHER MATTERS OF RECORD

2. Easement for Right of Way in favor of FP&L recorded April 21, 1971 in Official Records Book 123, Page 284.
3. Right of Way Easement in favor of FP&L recorded August 31, 1978 in Official Records Book 273, Page 551 and Supplement to Right of Way Easement recorded in Official Records Book 278, Page 607.
4. Intentionally deleted.
5. Intentionally deleted.
6. Matters contained in that certain Long Term Master Plan Conversion Agreement for East Nassau Comprehensive Planning Area recorded August 9, 2011 Official Records Book 1750, page 809.
7. Matters contained in that certain Nassau County Ordinance No. 2013-11, being a Development Order for the East Nassau Employment Center recorded July 5, 2013 in Official Records Book 1866, page 438, as amended by Adjustment recorded July 23, 2015 in Official Records Book 1993, page 44.
8. East Nassau Community Planning Area Proposed Transportation Improvements and Mobility Fee Agreement recorded July 10, 2013 in Official Records Book 1866, page 1416, and as amended by instrument recorded July 23, 2015 in Official Records Book 1993, page 22; Second Amended recorded November 1, 2021 in Official Records Book 2509, page 1962.

9. Perpetual Easement for the purpose of Constructing and Maintaining Drainage as set out in Stipulated Order of Taking and Final Judgment recorded May 6, 2014 in Official Records Book 1915, page 1740.
10. Deed of Conservation Easement Third Party Beneficiary Rights to USACE and Passive Recreational Uses as set out in instrument recorded June 25, 2015 in Official Records Book 1987, page 1509, affected by Partial Release recorded May 7, 2018 in Official Records Book 2194, Page 1117.
11. Deed of Conservation Easement Third Party Beneficiary Rights to USACE and Passive Recreational Uses as set out in instrument recorded June 25, 2015 in Official Records Book 1987, page 1525.
12. Matters contained in that certain Notice of Department of the Army Permit recorded December 18, 2015 in Official Records Book 2019, page 1437.
13. Easement (Business) in favor of Florida Power & Light Company as set out in instrument recorded July 25, 2016 in Official Records Book 2060, page 1549.
14. Intentionally deleted.
15. Consent of JEA to the Establishment of an Independent Special District recorded March 30, 2017 in Official Records Book 2110, page 480.
16. Notice of Creation and Establishment of the East Nassau Stewardship District as set out in instrument recorded June 30, 2017 in Official Records Book 2130, page 727; Validation recorded July 26, 2018 in Official Records Book 2214, page 289.
17. Restrictions, covenants and conditions, which include a Community Enhancement Fee, as contained in the Community Covenant for Florida Lowcountry Foundation, Inc. recorded July 3, 2017 in Official Records Book 2130, page 1407; First Amendment and Supplement recorded September 1, 2017 in Official Records Book 2144, page 757, as modified by Supplement to the Charter for Wildlight Commercial Properties and Community Covenant for Florida Lowcountry Foundation recorded December 21, 2017 in Official Records Book 2165, page 1547; recorded December 27, 2017 in Official Records Book 2166, page 97; recorded December 27, 2017 in Official Records Book 2166, page 160; recorded March 14, 2018 in Official Records Book 2183, page 644; recorded July 11, 2018 in Official Records Book 2209, page 1048; Supplement recorded September 6, 2018 in Official Records Book 2220, page 1531; recorded December 21, 2018 in Official Records Book 2245, page 360; December 21, 2018 in Official Records Book 2245, page 460; December 26, 2018 in Official Records Book 2245, page 1139; recorded September 26, 2019 in Official Records Book 2307, page 1028; as modified by Supplemental recorded June 15, 2021 in Official Records Book 2470, page 1279; as modified by Supplement to the Charter for Wildlight Commercial Properties and Community Covenant for Florida Lowcountry Foundation recorded June 21, 2021 in Official Records Book 2471, page 1732; as modified by Supplemental recorded August 3, 2021 in Official Records Book 2484, page 1587; Supplement to the Charter for Wildlight Commercial Properties and Community Covenant for Florida Lowcountry Foundation recorded October 29, 2021 in Official Records Book 2509, page 1085.
18. Charter for Wildlight Commercial Properties recorded July 3, 2017 in Official Records Book 2130, Page 1268; Supplement to the Charter for Wildlight Commercial Properties and Community Covenant for Florida Lowcountry Foundation, Inc. recorded April 22, 2022 in Official Records Book 2557, Page 1313; Supplement to the Charter for Wildlight Commercial Properties and Community Covenant for Florida Lowcountry Foundation, Inc. recorded July 1, 2022 in Official Records Book 2575, Page 286; Amendment to the Charter for Wildlight Commercial Properties recorded October 6, 2022 in Official Records Book 2594, Page 1420 and Supplement to the Charter for Wildlight Commercial Properties and Community Covenant for Florida Lowcountry Foundation, Inc. recorded December 18, 2023 in Official Records Book 2685, Page 527.
19. Community Charter for Wildlight Residential Properties recorded September 1, 2017 in Official Records Book 2144, page 617, are hereby assigned to Neighborhood No. 1; Supplement recorded September 6, 2018 in Official Records Book 2220, page 1531; Supplemental recorded June 21,

2021, in Official Records Book 2471, page 1732; Amendment to Community Charter for Wildlight Residential Properties; Amended and Restated By-Laws of Wildlight Residential Association, Inc. recorded September 24, 2021 in Official Records Book 2499, page 1446 and Amendment to the Community Charter for Wildlight Residential Properties recorded October 6, 2022 in Official Records Book 2594, Page 1416.

20. Deed of Conservation Easement Third Party Beneficiary Rights to USACE and Passive Recreational Uses in favor of St. Johns River Water Management District as set out in instrument recorded November 22, 2017 in Official Records Book 2158, page 1983.
21. Deed of Conservation Easement Third Party Beneficiary Rights to USACE and Passive Recreational Uses in favor of St. Johns River Water Management District as set out in instrument recorded November 22, 2017 in Official Records Book 2159, page 9; as modified by Partial Release recorded July 9, 2021 in Official Records Book 2478, page 883.
22. Grant of Easement in favor of Comcast of Florida / Georgia /Illinois /Michigan, LLC as set out in instrument recorded February 9, 2018 in Official Records Book 2176, page 356.
23. Deed of Conservation Easement Third Party Beneficiary Rights to USACE and Passive Recreational Uses in favor of St. Johns River Water Management District as set out in instrument recorded April 23, 2018 in Official Records Book 2191, Page 562.
24. Deed of Conservation Easement Third Party Beneficiary Rights to USACE and Passive Recreational Uses as set out in instrument recorded August 2, 2018 in Official Records Book 2215, page 1508, affected by Quit Claim Deeds recorded July 15, 2018 in Official Records Book 2207, Page 72 and Official Records Book 2207, Page 1962.
25. Recorded Notice of Environmental Resource Permit as set out in instrument recorded September 11, 2018 in Official Records Book 2222, Page 965.
26. Mobility Trail Easements set forth in Special Warranty Deed recorded May 7, 2019 in Official Records Book 2272, Page 1387.
27. Deed of Conservation Easement Third Party Beneficiary Rights to USACE and Passive Recreational Uses in favor of St. Johns River Water Management District as set out in instrument recorded March 17, 2021 in Official Records Book 2443, page 1117.
28. Permanent Access Easement in favor of St. Johns River Water Management District as set out in instrument recorded March 17, 2021 in Official Records Book 2443, page 1171.
29. Intentionally deleted.
30. True-Up Agreement Series 2018 Special Assessments as set out in instrument recorded January 9, 2019 in Official Records Book 2247, page 1731. (Parcel A = Phase 1 lands)
31. Collateral Assignment and Assumption of Development Rights Series 2018 Bonds as set out in instrument recorded January 9, 2019 in Official Records Book 2247, page 1743. (Parcel A = Phase 1 lands)
32. Declaration of Consent to Jurisdiction of the East Nassau Stewardship District and to Imposition of Series 2018 Special Assessments as set out in instrument recorded January 9, 2019 in Official Records Book 2247, page 1757. (Parcel A = Phase 1 lands)
33. Notice of Series 2018 Special Assessments East Nassau Stewardship District as set out in instrument recorded January 9, 2019 in Official Records Book 2247, page 1762. (Parcel A = Phase 1 lands)
34. Master Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the East Nassau Stewardship District recorded May 7, 2019 in Official Records Book

2272, page 1300; Supplemental Disclosure of Public Financing recorded May 7, 2019 in Official Records Book 2272, page 1445.

35. Declaration of Grocery Supermarket Restriction by and between Wildlight LLC, et al, and Public Super Markets, Inc. as set out in instrument recorded September 26, 2019 in Official Records Book 2307, page 1042; First Amendment recorded September 1, 2020 in Official Records Book 2388, page 842; Second Amendment recorded December 11, 2020 in Official Records Book 2415, page 1899; Third Amendment recorded March 2, 2021 in Official Records Book 2438, page 592.
36. Public School Concurrency Proportionate Share Mitigation Agreement recorded February 19, 2021 in Official Records Book 2435, Page 911.
37. Declaration of Consent to Jurisdiction of the East Nassau Stewardship District and to Imposition of Series 2021 Special Assessments as set out in instrument recorded May 5, 2021 in Official Records Book 2458, page 1961. (Parcels 4A - Parcel 3 Central Planning Area)
38. Collateral Assignment and Assumption of Development Rights Series 2021 Bonds as set out in instrument recorded May 5, 2021 in Official Records Book 2459, page 1. (Parcels 4A - Parcel 3 Central Planning Area)
39. Declaration of Consent to Jurisdiction of the East Nassau Stewardship District and to Imposition of Series 2021 Special Assessments as set out in instrument recorded May 5, 2021 in Official Records Book 2459, page 46. (Parcels 4A - Parcel 3 Central Planning Area)
40. True-Up Agreement Series 2021 Special Assessments as set out in instrument recorded May 5, 2021 in Official Records Book 2459, page 56. (Parcels 4A - Parcel 3 Central Planning Area)
41. Access Easement in favor of Pulte Home Company, LLC as set out in instrument recorded June 21, 2021 in Official Records Book 2471, page 1796.
42. Deed of Conservation Easement Third Party Beneficiary Rights to USACE and Passive Recreational Uses in favor of St. Johns River Water Management District as set out in instrument recorded June 22, 2021 in Official Records Book 2472, page 1178.
43. Reservation of all hunting rights and privileges, together with the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income therefrom as set out in Special Warranty Deed recorded August 9, 2021 in Official Records Book 2486, page 651, affected by Release Agreement recorded in Official Records Book 2658, Page 1607. Note: This reservation will automatically terminate upon Wildlight LLC's conveyance of any portion of the property to a non-affiliated entity.
44. Deed of Conservation Easement Third Party Beneficiary Rights to the U.S. Army Corps of Engineers as Passive Recreational Uses recorded October 25, 2021 in Official Records Book 2507, Page 1748.
45. Deed of Conservation Easement Third Party Beneficiary Rights to the U.S. Army Corps of engineers as Passive Recreational Uses recorded November 5, 2021 in Official Records Book 2511, Page 1114.
46. Plat of East Nassau - Wildlight Phase 1c West, recorded in Official Records Book 2239, Page 1149 and 1150, of the Public Records of Nassau County, Florida.
47. Plat of East Nassau - Wildlight Phase 1c -1, recorded in Official Records Book 2347, Page 1119 through 1915, of the Public Records of Nassau County, Florida.
48. Plat of East Nassau - Wildlight Phase 1c -2, recorded in Official Records Book 2447, Page 43 through 48, of the Public Records of Nassau County, Florida.

49. Mobility Trail Easements set forth in Special Warranty Deed recorded May 7, 2020 in Official Records Book 2359, Page 1071 and Official Records Book 2359, Page 1080.
50. Plat of East Nassau - Wildlight PDP 3/ POD 4 North, recorded in Official Records Book 2539, Page 1789 through 1795, of the Public Records of Nassau County, Florida.
51. Plat of East Nassau - Wildlight PDP 3/ POD 5, recorded in Official Records Book 2546, Page 1608 through 1613, of the Public Records of Nassau County, Florida.
52. Taxes for the year 2023 are paid under the following:

50-3N-27-1005-CEA1-0000;
44-2N-27-0000-0001-0270;
44-2N-27-1003-00CE-0000;
44-2N-27-1003-0CP2-0000;
50-3N-27-1005-CEA4-0000;
50-3N-27-1005-OCE1-0000;
44-2N-27-1004-OCEC-0000;
44-2N-27-1004-OCE4-00C0;
44-2N-27-1004-OCE4-00B0;
44-2N-27-1003-0CP1-0000;
44-2N-27-1003-RT03-0000
50-3N-27-1005-RA1A-0000;
50-3N-27-1005-RA1B-0000;
44-2N-27-1004-RCT5-0000;
44-2N-27-1004-RCT4-0000;
44-2N-27-1004-MTE1-0000;

NOTE: All recording references in this form shall refer to the public records of Nassau County, Florida, unless otherwise noted.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Addressee(s) only, and it may not be used or relied upon by any other party. This Report may not be used by a Fidelity National Title Insurance Company agent for the purpose of issuing a Fidelity National Title Insurance Company title insurance commitment or policy.

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Fidelity National Title Insurance Company

Kelley McCarthy

K. McCarthy kelley.mccarthy@fnf.com

EXHIBIT "A"

Nassau County, Florida

LSS-828

Conservation Easement C (109.56 Ac.)

SITE 1:

A parcel of land, 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 Mill Grant, Section 50, Township 3 North, Range 27 East, all in Nassau County, Florida and being a portion of East Nassau - Wildlight PDP 3 / Pod 4 North as recorded in Official Record Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida, and being more particularly described as follows:

Begin at the Southwest corner of East Nassau - Wildlight PDP 3 / Pod 4 North as recorded in Official Record Book 2539, Pages 1789, 1790, 1791, 1792, 1793, 1794 and 1795 of the Public Records of Nassau County, Florida said point also being on the Northerly Right of Way line of State Road No. 200 (A1A) (184 foot Right of Way); thence on the Westerly line of said East Nassau - Wildlight PDP 3 / Pod 4 North for the next 63 courses, N 14°34'24" W, a distance of 26.17 feet; thence N 37°44'05" W, a distance of 19.94 feet; thence N 19°00'35" W, a distance of 20.68 feet; thence N 27°51'55" E, a distance of 22.98 feet; thence N 05°35'01" E, a distance of 51.12 feet; thence N 50°18'54" W, a distance of 61.48 feet; thence S 83°17'51" W, a distance of 9.53 feet; thence N 69°59'54" W, a distance of 8.68 feet; thence N 45°00'00" W, a distance of 12.94 feet; thence N 15°00'01" W, a distance of 12.94 feet; thence N 08°14'40" E, a distance of 24.44 feet; thence N 65°02'35" W, a distance of 33.83 feet; thence N 81°48'40" W, a distance of 40.47 feet; thence N 49°28'48" W, a distance of 17.14 feet; thence N 03°50'14" W, a distance of 25.32 feet; thence N 03°50'14" W, a distance of 97.07 feet; thence N 81°07'49" W, a distance of 651.34 feet; thence S 72°16'09" W, a distance of 92.45 feet to a point on a curve, concave Northeast, having a radius of 455.55 feet and a central angle of 64°10'20"; thence on the arc of said curve, a distance of 510.22 feet said arc being subtended by a chord which bears N 14°31'57" W, a distance of 483.97 feet to the curves end; thence N 17°33'13" E, a distance of 148.53 feet; thence S 64°55'33" E, a distance of 91.90 feet; thence S 74°15'37" E, a distance of 64.22 feet; thence N 78°51'30" E, a distance of 44.31 feet; thence S 13°46'00" E, a distance of 9.16 feet; thence N 76°14'00" E, a distance of 20.18 feet; thence N 90°00'00" E, a distance of 58.41 feet to a point on a curve, concave Northeast, having a radius of 282.00 feet and a central angle of 14°35'17"; thence on the arc of said curve, a distance of 71.80 feet said arc being subtended by a chord which bears S 63°05'05" E, a distance of 71.61 feet to a point of compound curvature of a curve having a radius of 207.00 feet and a central angle of 114°29'51"; thence on the arc of said curve, a distance of 413.66 feet said arc being subtended by a chord which bears N 52°22'21" E, a distance of 348.19 feet to the curves

end; thence N 04°52'34" W, a distance of 176.80 feet to the beginning of a curve, concave Southwest, having a radius of 232.00 feet and a central angle of 67°34'13"; thence on the arc of said curve, a distance of 273.60 feet said arc being subtended by a chord which bears N 38°39'41" W, a distance of 258.02 feet to the curves end; thence N 72°26'47" W, a distance of 117.42 feet; thence N 17°33'13" E, a distance of 57.96 feet; thence N 00°00'00" E, a distance of 44.09 feet; thence N 72°30'30" W, a distance of 23.52 feet; thence N 01°32'33" W, a distance of 56.38 feet; thence N 68°29'37" W, a distance of 78.54 feet; thence N 24°23'46" E, a distance of 115.28 feet; thence N 20°24'00" E, a distance of 158.48 feet; thence S 72°26'47" E, a distance of 10.00 feet; thence N 17°33'13" E, a distance of 35.00 feet; thence N 72°26'47" W, a distance of 10.00 feet; thence N 12°48'00" E, a distance of 208.82 feet; thence N 79°41'55" E, a distance of 72.83 feet; thence N 27°39'50" E, a distance of 141.02 feet; thence N 87°53'58" E, a distance of 92.75 feet; thence S 78°08'16" E, a distance of 42.28 feet; thence N 48°30'00" E, a distance of 103.12 feet; thence N 32°52'00" E, a distance of 139.06 feet; thence N 21°11'55" E, a distance of 181.26 feet; thence S 71°22'04" E, a distance of 146.28 feet; thence S 87°22'44" E, a distance of 111.52 feet; thence N 79°52'34" E, a distance of 135.74 feet; thence N 46°14'01" E, a distance of 54.25 feet; thence N 24°41'00" E, a distance of 123.84 feet to the beginning of a curve, concave Northwest, having a radius of 1746.50 feet and a central angle of 6°35'32"; thence on the arc of said curve, a distance of 200.94 feet said arc being subtended by a chord which bears N 21°23'14" E, a distance of 200.83 feet to the curves end; thence N 21°04'05" W, a distance of 9.13 feet; thence N 36°45'46" W, a distance of 75.31 feet; thence N 15°34'40" W, a distance of 60.13 feet; thence N 01°34'30" W, a distance of 154.10 feet; thence N 36°37'12" W, a distance of 37.06 feet; thence N 03°59'54" E, a distance of 228.24 feet; thence N 62°32'01" E, a distance of 79.11 feet; thence N 83°27'07" E, a distance of 115.17 feet; thence S 31°50'36" E, a distance of 1194.22 feet to a point on the Northerly line and on the Westerly line and on the Southerly line of Recreation and/or Community Amenity Tract 3 of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North for the next 17 courses, S 72°22'52" W, a distance of 158.70 feet; thence S 80°30'25" W, a distance of 156.47 feet; thence N 85°06'47" W, a distance of 135.08 feet; thence S 75°26'08" W, a distance of 171.53 feet; thence S 64°17'24" W, a distance of 75.73 feet; thence S 29°48'51" W, a distance of 52.78 feet; thence S 17°04'43" E, a distance of 124.66 feet; thence S 88°37'51" E, a distance of 191.75 feet; thence N 80°45'52" E, a distance of 124.63 feet; thence S 89°17'34" E, a distance of 121.16 feet; thence S 79°09'00" E, a distance of 121.39 feet; thence S 45°00'00" E, a distance of 141.09 feet; thence S 61°01'56" E, a distance of 64.74 feet; thence S 86°39'19" E, a distance of 77.37 feet; thence S 74°29'42" E, a distance of 110.51 feet; thence S 43°13'36" E, a distance of 40.97 feet; thence S 08°13'18" E, a distance of 117.06 feet to a point on the Northerly line of Parcel 4B-2 of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North; thence departing said Southerly line and on said Northerly line and on the Westerly line and Southerly line of said Parcel 4B-2, for the next 32 courses, S 47°57'16" W, a distance of 41.96 feet; thence S 20°44'32" W, a distance of 67.69 feet; thence S 49°58'08" W, a distance of 238.11 feet; thence S 88°40'49" W, a distance of 91.02 feet; thence N 39°42'27" W, a distance of 63.05 feet; thence N 05°56'33" W, a distance of 78.38 feet; thence N 18°03'37" W, a distance of 120.46 feet; thence S 88°42'48" W, a distance of 77.27 feet; thence S 23°21'17" W, a distance of 86.52 feet; thence S 32°13'05" W, a distance of 175.28 feet;

thence S 56°10'10" W, a distance of 80.53 feet; thence S 86°45'31" W, a distance of 116.66 feet; thence N 84°54'43" W, a distance of 60.97 feet; thence S 44°54'23" W, a distance of 67.36 feet; thence S 19°29'30" W, a distance of 63.88 feet; thence S 06°39'28" E, a distance of 144.69 feet; thence S 31°13'47" E, a distance of 268.31 feet; thence S 22°51'44" E, a distance of 285.38 feet; thence N 87°15'10" E, a distance of 199.65 feet; thence N 36°16'37" E, a distance of 60.64 feet; thence N 77°41'53" E, a distance of 137.86 feet; thence N 64°46'11" E, a distance of 65.81 feet; thence N 51°36'56" E, a distance of 87.53 feet; thence N 29°25'11" E, a distance of 132.61 feet; thence N 04°17'28" E, a distance of 53.34 feet; thence N 25°39'08" W, a distance of 72.86 feet; thence N 20°53'17" W, a distance of 127.18 feet; thence N 08°27'18" W, a distance of 73.65 feet; thence N 42°09'12" E, a distance of 62.84 feet; thence N 58°16'02" E, a distance of 162.71 feet; thence N 50°49'28" E, a distance of 257.46 feet; thence S 31°50'36" E, a distance of 300.52 feet; thence S 68°33'07" W, a distance of 26.18 feet to the beginning of a curve, concave Southeast, having a radius of 704.49 feet and a central angle of 5°04'49"; thence on the arc of said curve, a distance of 62.46 feet said arc being subtended by a chord which bears S 06°24'14" W, a distance of 62.44 feet to the curves end; thence N 66°14'02" W, a distance of 7.88 feet; thence S 78°20'27" W, a distance of 81.86 feet; thence S 01°08'48" W, a distance of 153.09 feet; thence S 57°55'14" E, a distance of 6.61 feet; thence S 35°55'48" E, a distance of 99.9 feet; thence S 17°21'32" E, a distance of 67.91 feet; thence S 05°28'03" E, a distance of 34.16 feet; thence S 11°27'35" W, a distance of 38.26 feet to a point on the Northerly line of Parcel 4C of aforesaid East Nassau - Wildlight PDP 3 / Pod 4 North; thence on said Northerly line and on the Westerly line of said Parcel 4C for the next 12 courses, S 51°03'00" W, a distance of 147.00 feet; thence S 89°03'41" W, a distance of 96.57 feet; thence S 76°46'32" W, a distance of 47.28 feet; thence S 13°08'19" W, a distance of 77.20 feet; thence S 41°53'01" W, a distance of 72.80 feet; thence S 72°16'43" W, a distance of 72.32 feet; thence S 41°58'32" W, a distance of 120.31 feet; thence S 54°41'23" W, a distance of 213.04 feet; thence S 16°16'24" W, a distance of 101.15 feet; thence S 22°49'46" E, a distance of 75.63 feet; thence N 73°07'46" E, a distance of 312.64 feet; thence S 19°56'16" E, a distance of 165.59 feet to a point on the aforesaid Northerly Right of Way line of Sate Road No. 200 (A1A); thence departing said Westerly line and on said Northerly Right of Way line, S 72°19'01" W, a distance of 1564.87 feet to the Point of Beginning.

LSS-171
2018ANE00227

CONSERVATION EASEMENT A1 (96.39 Ac)

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 Mill 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 Northeast corner of the Heirs of E. Waterman Mill Grant, Section 39, Township 2 North, Range 26 East, Nassau County, Florida; thence on the East line of said Section 39, S 01°11'47" E, a distance of 1180.32 feet to the Point of Beginning; thence departing said East line, S 70°23'20" W, a distance of 16.31 feet; thence N 16°36'52" W, a distance of 25.03 feet; thence S 70°23'20" W, a distance of 72.12 feet; thence S 85°07'48" W, a distance of 109.08 feet; thence N 67°29'53" W, a distance of 251.35 feet; thence S 56°13'53" W, a distance of 141.94 feet; thence S 08°23'30" W, a distance of 217.38 feet; thence N 82°42'24" E, a distance of 13.97 feet; thence S 30°17'30" E, a distance of 68.94 feet; thence S 71°59'29" E, a distance of 66.25 feet; thence N 47°47'00" E, a distance of 71.34 feet; thence S 42°13'00" E, a distance of 303.71 feet to a point on the Northerly line of those lands described in Official Record Book 1484, Page 1762 of the Public Records of Nassau County, Florida; thence on said Northerly line, S 73°24'10" W, a distance of 836.77 feet to a point on the Easterly Limited Access Right of Way line of Interstate 95 (300 foot Right of Way); thence departing said Northerly line and on said Easterly Limited Access Right of Way line, N 16°36'54" W, a distance of 3294.77 feet; thence departing said Easterly Limited Access Right of Way line, N 74°24'36" E, a distance of 87.21 feet; thence S 79°40'45" E, a distance of 17.95 feet; thence S 10°18'17" W, a distance of 14.31 feet; thence N 75°01'00" E, a distance of 822.12 feet; thence S 01°16'23" W, a distance of 114.36 feet; thence S 16°00'53" W, a distance of 43.14 feet; thence S 25°15'42" W, a distance of 45.92 feet; thence S 09°38'15" W, a distance of 26.88 feet; thence S 25°26'43" E, a distance of 68.66 feet; thence S 19°17'24" E, a distance of 42.38 feet; thence S 04°32'53" W, a distance of 44.14 feet; thence S 27°43'07" W, a distance of 33.32 feet; thence S 25°53'13" E, a distance of 37.79 feet; thence S 43°27'07" E, a distance of 52.35 feet; thence S 55°18'17" E, a distance of 79.06 feet; thence S 25°20'46" E, a distance of 52.56 feet; thence S 23°53'28" W, a distance of 81.48 feet; thence S 04°44'43" W, a distance of 73.59 feet; thence S 00°09'27" W, a distance of 201.04 feet; thence N 90°00'00" E, a distance of 25.40 feet; thence S 57°43'28" E, a distance of 94.77 feet; thence S 00°00'00" E, a distance of 26.67 feet; thence N 89°04'37" E, a distance of 237.59 feet; thence N 83°33'39" E, a distance of 257.07 feet; thence N 69°24'39" E, a distance of 305.13 feet; thence S 15°50'39" E, a distance of 186.66 feet; thence S 21°51'25" E, a distance of 205.51 feet; thence S 05°19'58" W, a distance of 50.12 feet; thence S 80°13'15" W, a distance of 519.4 feet; thence N 82°43'00" W, a distance of 161.39 feet; thence S 80°37'04" W, a distance of 59.90 feet; thence S 50°30'49" W, a distance of 68.74 feet; thence S 38°17'04" W, a distance of 148.13 feet; thence S 48°55'08" W, a distance of 46.82 feet; thence S 34°53'58" W, a distance of 41.63 feet; thence S 10°23'33" W, a distance of 68.81 feet; thence S 55°33'58" E, a distance of 44.36 feet; thence S 62°22'02" E, a distance of 104.79 feet; thence S 73°18'49" E, a distance of 200.58 feet; thence N 84°24'08" E, a distance of 87.38 feet; thence S 76°27'22" E, a distance of 100.35 feet; thence N 80°58'11" E, a distance of 95.00 feet; thence N 21°01'44" W, a distance of 43.39 feet; thence N 11°54'31" W, a distance of 116.9 feet; thence N 07°21'54" E, a distance of 97.61 feet; thence N 48°27'51" E, a distance of 18.25 feet; thence S 88°54'35" E, a distance of 150.91 feet; thence S 73°52'32" E, a distance of 103.77 feet;

thence S 65°28'07" E, a distance of 82.42 feet; thence N 37°08'03" E, a distance of 51.74 feet; thence N 20°26'26" W, a distance of 80.67 feet; thence N 20°08'47" E, a distance of 109.68 feet; thence N 74°02'29" E, a distance of 71.92 feet; thence S 38°02'38" E, a distance of 42.06 feet; thence S 31°49'53" E, a distance of 86.02 feet; thence S 48°29'04" E, a distance of 180.3 feet; thence S 56°59'37" E, a distance of 138.00 feet; thence S 63°26'56" E, a distance of 202.68 feet; thence S 60°41'33" E, a distance of 161.45 feet; thence S 66°25'10" E, a distance of 98.78 feet; thence S 60°36'40" W, a distance of 9.73 feet; thence S 50°55'41" E, a distance of 57.88 feet; thence S 39°58'43" E, a distance of 203.72 feet; thence S 40°18'25" E, a distance of 13.39 feet; thence S 18°25'58" E, a distance of 66.83 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and a central angle of 56°33'31"; thence on the arc of said curve, a distance of 24.68 feet said arc being subtended by a chord which bears S 09°50'47" W, a distance of 23.69 feet to the curves end; thence S 38°07'33" W, a distance of 91.43 feet; thence S 48°38'18" W, a distance of 82.91 feet; thence S 06°37'48" E, a distance of 30.00 feet; thence S 04°04'32" E, a distance of 95.39 feet; thence S 19°27'49" W, a distance of 42.96 feet; thence S 60°47'37" W, a distance of 265.11 feet; thence N 08°57'11" W, a distance of 5.04 feet; thence N 45°36'54" W, a distance of 24.58 feet; thence S 72°59'47" W, a distance of 47.32 feet; thence S 14°39'50" W, a distance of 20.63 feet; thence S 80°24'47" W, a distance of 219.03 feet; thence N 54°35'13" W, a distance of 85.08 feet; thence S 68°34'20" W, a distance of 262.29 feet; thence S 80°22'02" W, a distance of 77.44 feet; thence S 70°23'20" W, a distance of 3.73 feet to the Point of Beginning.

LESS AND EXCEPT

(LSS-361 - LSP1237) 25' MOBILITY TRAIL EASEMENT A (0.90Ac.)

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, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, Nassau County, Florida; thence on the West line of said Section 44, S 01°11'47" E, a distance of 1180.32 feet to the Point of Beginning; thence N 70°23'20" E, a distance of 3.73 feet; thence N 80°22'02" E, a distance of 77.44 feet; thence N 68°34'20" E, a distance of 262.29 feet; thence S 54°35'13" E, a distance of 85.08 feet; thence N 80°24'47" E, a distance of 219.03 feet; thence N 14°39'50" E, a distance of 20.63 feet; thence N 72°59'47" E, a distance of 47.32 feet; thence S 45°36'54" E, a distance of 24.58 feet; thence S 08°57'11" E, a distance of 5.04 feet; thence N 60°47'37" E, a distance of 265.11 feet; thence N 19°27'49" E, a distance of 42.96 feet; thence N 04°04'32" W, a distance of 95.39 feet; thence N 06°37'48" W, a distance of 30.00 feet; thence N 48°38'18" E, a distance of 82.91 feet; thence N 38°07'33" E, a distance of 91.43 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and a central angle of 56°33'31"; thence on the arc of said curve, a distance of 24.68 feet said arc being subtended by a chord which bears N 09°50'47" E, a distance of 23.69 feet to the curves end; thence N 18°25'58" W, a

distance of 66.83 feet; thence N 40°18'25" W, a distance of 13.39 feet; thence N 49°41'35" E, a distance of 59.16 feet to a point on the Westerly Right of Way line of Wildlight Avenue (81 foot Right of Way); thence on said Westerly Right of Way line, N 46°38'41" W, a distance of 25.15 feet; thence departing said Westerly Right of Way line, S 49°41'35" W, a distance of 81.38 feet; thence S 40°18'25" E, a distance of 33.56 feet; thence S 18°25'58" E, a distance of 61.99 feet; thence S 38°07'33" W, a distance of 89.13 feet; thence S 48°38'18" W, a distance of 93.70 feet; thence S 06°37'48" E, a distance of 42.53 feet; thence S 04°04'32" E, a distance of 89.62 feet; thence S 19°27'49" W, a distance of 28.32 feet; thence S 60°47'37" W, a distance of 233.85 feet; thence N 45°36'54" W, a distance of 25.65 feet; thence S 72°59'47" W, a distance of 76.11 feet; thence S 14°39'50" W, a distance of 18.43 feet; thence S 80°24'47" W, a distance of 192.51 feet; thence N 54°35'13" W, a distance of 88.25 feet; thence S 68°34'20" W, a distance of 273.24 feet; thence S 80°22'02" W, a distance of 72.90 feet; thence N 16°36'52" W, a distance of 25.75 feet; thence S 70°23'20" W, a distance of 35.11 feet; thence S 16°37'11" E, a distance of 25.03 feet; thence N 70°23'20" E, a distance of 10.07 feet; thence S 16°36'52" E, a distance of 25.03 feet; thence N 70°23'20" E, a distance of 16.31 feet to the Point of Beginning.

LESS AND EXCEPT

(LSS-319 - LSP1354) Trail Easement 4: (1.04 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 39, Township 2 North, Range 26 East and 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 Northwest corner of Tract 5, as shown on the plat of East Nassau - Wildlight Phase 1c-West, recorded in Plat Book 2239, Pages 1149 and 1150 of the public records of Nassau County, Florida; thence S 43°21'19" W, a distance of 12.50 feet; thence S 49°40'53" E, a distance of 214.66 feet; thence S 10°08'44" E, a distance of 86.04 feet; thence S 46°38'41" E, a distance of 32.67 feet to a point on the Northwesterly Right of Way line of Wildlight Avenue (81 foot Right of Way); thence on said Northwesterly Right of Way line, S 43°21'19" W, a distance of 53.70 feet to a point on the Westerly Right of Way line of said Wildlight Avenue; thence departing said Northwesterly Right of Way line and on said Westerly Right of Way line, S 46°38'41" E, a distance of 204.07 feet; thence departing said Westerly Right of Way line, S 13°12'31" W, a distance of 31.65 feet to the Point of Beginning; thence S 64°40'38" W, a distance of 47.25 feet; thence S 83°00'57" W, a distance of 107.72 feet; thence N 88°42'40" W, a distance of 118.89 feet; thence S 73°39'58" W, a distance of 107.18 feet; thence S 59°25'03" W, a distance of 187.55 feet; thence S 55°21'32" W, a distance of 98.56 feet; thence S 50°53'39" W, a distance of 159.61 feet; thence S 37°25'13" W, a distance of 62.82 feet; thence S 02°52'14" E, a distance of 70.32 feet; thence S 45°28'05" W, a distance of 80.12 feet; thence S 54°29'53" W, a distance of 306.84 feet; thence S 47°12'03" W, a distance of 52.57 feet; thence S 1°33'11" W, a distance of 118.24 feet to the Northerly line of Pond Tract 1 of aforesaid East Nassau - Wildlight Phase 1c-West; thence on said Northerly line, N 67°29'53" W, a distance of 120.58 feet; thence departing said Northerly line,

N47°12'03" E, a distance of 44.25 feet; thence N 17°56'56" W, a distance of 57.42 feet; thence N 72°03'04" E, a distance of 40.00 feet; thence S 17°56'56" E, a distance of 38.89 feet; thence N 47°12'03" E, a distance of 98.88 feet; thence N 54°29'53" E, a distance of 306.46 feet; thence N 45°28'05" E, a distance of 66.93 feet; thence N 02°52'14" W, a distance of 68.27 feet; thence N 37°25'13" E, a distance of 74.94 feet; thence N 50°53'39" E, a distance of 163.54 feet; thence N 55°21'32" E, a distance of 100.42 feet; thence N 59°25'03" E, a distance of 191.56 feet; thence N 73°39'58" E, a distance of 114.18 feet; thence S 88°42'40" E, a distance of 120.96 feet; thence N 83°00'57" E, a distance of 101.88 feet; thence N 64°40'38" E, a distance of 31.17 feet; thence S 51°03'26" E, a distance of 27.75 feet to the Point of Beginning.

LSS-172
2017ANE00600

CONSERVATION EASEMENT "H" (18.37 Ac)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 90 foot Roadway (90 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line of said Proposed 90 foot Roadway and on the arc of said curve, for the next 2 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 366.85 feet to a point on the Easterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said Southeasterly Right of Way line and on said Easterly Right of Way line for the next 5 courses, S 46°38'41" E, a distance of 396.54 feet to the beginning of a curve, concave Northeast, having a radius of 3779.50 feet and a central angle of 9°00'40"; thence on the arc of said curve, a distance of 594.42 feet said arc being subtended by a chord which bears S 51°09'01" E, a distance of 593.81 feet to the curves end; thence S 34°20'39" W, a distance of 1.46 feet to a point on a curve, concave Northeast, having a radius of 3781.00 feet and a central angle of 1°21'32"; thence on the arc of said curve, a distance of 89.68 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 89.68 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet; thence departing said Easterly Right of Way line, S 32°59'07" W, a distance 81.00 feet to a point on the Westerly Right of Way line of the aforesaid Proposed 81 foot Roadway; thence departing said Westerly Right of Way line, S 32°59'07" W, a distance of 59.72 feet; thence S 12°57'19" W, a distance of 69.42 feet; thence S 84°11'10" W, a distance of 97.15 feet; thence S 34°11'08" W, a distance of 108.34 feet; thence N 72°56'26" W, a distance of 29.97 feet; thence S 34°11'08" W, a

distance of 40.07 feet; thence S 38°41'19" E, a distance of 29.97 feet; thence S 34°11'08" W, a distance of 171.22 feet; thence S 72°31'46" W, a distance of 12.29 feet; thence S 72°31'46" W, 22.07 feet to the Point of Beginning; thence S 72°31'46" W, a distance of 19.08 feet; thence S 68°01'03" W, a distance of 25.33 feet; thence N 55°42'52" W, a distance of 34.22 feet; thence N 31°41'41" W, a distance of 15.70 feet; thence N 69°06'01" W, a distance of 44.35 feet; thence S 53°38'52" W, a distance of 78.89 feet; thence S 34°29'56" W, a distance of 63.47 feet; thence S 30°10'18" W, a distance of 53.84 feet; thence S 08°52'58" W, a distance of 75.36 feet; thence S 04°27'18" E, a distance of 71.22 feet; thence S 46°28'10" E, a distance of 49.08 feet; thence S 32°37'20" E, a distance of 66.03 feet; thence S 26°04'01" W, a distance of 53.75 feet; thence S 37°58'50" W, a distance of 57.84 feet; thence S 62°34'51" W, a distance of 29.37 feet; thence N 48°20'37" W, a distance of 55.02 feet; thence S 51°56'53" W, a distance of 79.17 feet; thence S 20°35'12" E, a distance of 20.03 feet; thence S 09°17'49" W, a distance of 70.58 feet; thence S 20°46'35" E, a distance of 32.56 feet; thence S 07°14'02" E, a distance of 103.53 feet; thence S 07°44'37" W, a distance of 22.34 feet; thence S 59°24'58" W, a distance of 62.46 feet; thence S 14°54'14" W, a distance of 54.69 feet; thence S 21°40'07" E, a distance of 22.14 feet; thence S 55°24'30" E, a distance of 68.83 feet; thence S 69°59'57" E, a distance of 62.64 feet; thence S 17°28'37" E, a distance of 16.02 feet; thence S 82°18'02" W, a distance of 20.50 feet; thence S 17°43'51" E, a distance of 22.96 feet to a point on the Northerly Right of Way line of Florida Power & Light Company (100 foot Easement for Right of Way) as recorded in Official Record Book 123, Page 284 of the Public Records of Nassau County, Florida; thence on said Northerly Right of Way line for the next 2 courses, S 72°16'09" W, a distance of 96.12 feet; thence S 89°02'41" W, a distance of 853.11 feet to a point on the Easterly line of those lands described in Official Record Book 956, Page 1636 of said Public Records; thence departing said Northerly Right of Way line and on said Easterly line, N 16°36'59" W, a distance of 487.28 feet; thence departing said Easterly line, N 86°16'16" E, a distance of 91.43 feet; thence N 74°52'14" E, a distance of 138.89 feet; thence S 87°37'00" E, a distance of 75.78 feet; thence S 69°16'33" E, a distance of 86.85 feet; thence S 57°48'26" E, a distance of 63.54 feet; thence N 75°58'23" E, a distance of 32.37 feet; thence N 34°49'55" E, a distance of 122.89 feet; thence N 86°56'01" E, a distance of 39.10 feet; thence S 69°46'12" E, a distance of 33.41 feet; thence N 70°57'47" E, a distance of 115.97 feet; thence N 14°11'09" E, a distance of 146.72 feet; thence N 16°15'48" E, a distance of 130.05 feet; thence N 04°01'00" E, a distance of 49.81 feet; thence N 20°09'03" E, a distance of 47.56 feet; thence N 31°50'57" E, a distance of 48.05 feet; thence N 11°08'24" E, a distance of 156.74 feet; thence N 57°58'41" E, a distance of 98.10 feet; thence N 49°58'36" E, a distance of 61.31 feet; thence N 40°51'52" E, a distance of 97.94 feet; thence N 22°51'02" E, a distance of 62.00 feet; thence N 01°11'39" W, a distance of 150.20 feet; thence N 56°12'50" E, a distance of 16.17 feet; thence S 17°47'08" E, a distance of 91.18 feet; thence S 35°50'13" E, a distance of 22.23 feet; thence S 29°08'26" E, a distance of 376.39 feet; thence S 29°56'40" E, a distance of 142.03 feet to the Point of Beginning.

CONSERVATION EASEMENT A (5.42 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a 81 foot Roadway Parcel "A" (81 foot Right of Way) as recorded in Official Record Book 1981, Page 163 of the Public records of Nassau County, Florida, said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said 81 foot Roadway and on the Easterly Right of Way line of a 81 foot Roadway Parcel "B" (81 foot Right of Way) of those lands described in Official Record Book 1981, Page 163 of the Public Records of Nassau County, Florida and on the arc of said curve, for the next 7 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 14°52'36"; thence on the arc of said curve, a distance of 378.95 feet said arc being subtended by a chord which bears S 49°34'35" E, a distance of 377.89 feet; thence S 57°00'53" E, a distance of 169.65 feet to the Point of Beginning; thence continue on said Easterly Right of Way line of a 81 foot Roadway Parcel "B", S 57°00'53" E, a distance of 462.58 feet; thence departing said Easterly Right of Way line of a 81 foot Roadway Parcel "B", S 88°09'19" E, a distance of 51.91 feet; thence N 54°08'46" E, a distance of 44.59 feet; thence N 13°24'35" E, a distance of 34.26 feet; thence N 63°21'15" E, a distance of 44.92 feet; thence N 39°54'02" E, a distance of 64.70 feet; thence N 81°27'53" E, a distance of 91.05 feet; thence N 65°45'01" E, a distance of 56.27 feet; thence S 88°16'23" E, a distance of 37.88 feet; thence N 39°13'01" E, a distance of 112.75 feet; thence N 55°08'36" E, a distance of 48.92 feet; thence N 34°48'42" E, a distance of 65.79 feet; thence N 18°48'32" E, a distance of 124.04 feet; thence N 52°02'57" E, a distance of 14.08 feet to a point on the Westerly line of a Proposed 15 foot Trail Easement; thence on said Westerly line, N 33°15'25" W, a distance of 79.85 feet to a point on the Southerly line of Conservation Easement 4A; thence departing said Westerly line and on said Southerly line for the next 13 courses, S 82°57'37" W, a distance of 20.29 feet; thence S 81°38'06" W, a distance of

112.70 feet; thence S 59°50'30" W, a distance of 59.74 feet; thence S 45°56'46" W, a distance of 91.67 feet; thence N 78°51'59" W, a distance of 126.84 feet; thence S 66°37'31" W, a distance of 46.27 feet; thence S 51°42'45" W, a distance of 85.19 feet; thence S 31°52'35" W, a distance of 53.35 feet; thence S 77°17'04" W, a distance of 78.71 feet; thence N 80°09'20" W, a distance of 71.37 feet; thence N 78°04'45" W, a distance of 183.83 feet; thence S 42°53'46" W, a distance of 40.40 feet; thence S 26°15'50" W, a distance of 80.34 feet to the Point of Beginning.

LSS-331
2016ANE02122

CONSERVATION EASEMENT 4A (2.92 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said Proposed 81 foot Roadway and on the arc of said curve, for the next 8 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 13°58'04"; thence on the arc of said curve, a distance of 355.80 feet said arc being subtended by a chord which bears S 49°07'20" E, a distance of 354.92 feet to a point on the Northerly line of Nassau A1A Tract - North of those lands described in Official Record Book 1271, Page 897 of the Public Records of Nassau County, Florida said point also being on a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 0°54'31"; thence continue on the arc of said curve, a distance of 23.15 feet said arc being subtended by a chord which bears S 56°33'38" E, a distance of 23.15 feet to the curves end; thence S 57°00'53" E, a distance of 107.45 feet to the Point of Beginning; thence N 37°13'26" E, a distance of 138.19 feet; thence N 53°12'22" E, a distance of 84.10 feet; thence N 72°29'05" E, a distance of 118.45 feet; thence

N 81°59'57" E, a distance of 128.08 feet; thence N 73°07'53"E, a distance of 290.78 feet; thence N 69°25'51"E, a distance of 210.67 feet to a point on the Westerly line of a Proposed Trail Easement; thence on said Westerly line, S 33°15'25" E. a distance of 158.77 feet; thence departing said Westerly line, S 82°57'37" W, a distance of 20.29 feet; thence S 81°38'06" W, a distance of 112.70 feet; thence S 59°50'30" W, a distance of 59.74 feet; thence S 45°56'46" W, a distance of 91.67 feet; thence N 78°51'59" W, a distance of 126.84 feet; thence S 66°37'31" W, a distance of 46.27 feet; thence S 51°42'45" W, a distance of 85.19 feet; thence S 31°52'35" W, a distance of 53.35 feet; thence S 77°17'04" W, a distance of 78.71 feet; thence N 80°09'20" W, a distance of 71.37 feet; thence N 78°04'45" W, a distance of 183.83 feet; thence S 42°53'46" W, a distance of 40.40 feet; thence S 26°15'50" W, a distance of 80.34 feet; thence N 57°00'53" W, a distance of 62.20 feet to the Point of Beginning.

LSS-339
2016ANE02122

CONSERVATION EASEMENT 4B (1.94 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said Proposed 81 foot Roadway and on the arc of said curve, for the next 8 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 13°58'04"; thence on the arc of said curve, a distance of 355.80 feet said arc being subtended by a chord which bears S 49°07'20" E, a distance of 354.92 feet to a point on the Northerly line of Nassau A1A Tract – North of those lands described in Official Record Book 1271, Page 897 of the Public Records of Nassau County, Florida said point also being on a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 0°54'31"; thence continue on the arc of said curve, a distance of 23.15

feet said arc being subtended by a chord which bears S 56°33'38" E, a distance of 23.15 feet to the curves end; thence S 57°00'53" E, a distance of 107.45 feet; thence N 37°13'26" E, a distance of 138.19 feet; thence N 53°12'22" E, a distance of 84.10 feet; thence N 72°29'05" E, a distance of 118.45 feet; thence N 81°59'57" E, a distance of 128.08 feet; thence N 73°07'53" E, a distance of 290.78 feet; thence N 69°25'51" E, a distance of 210.67 feet to a point on the Westerly line of a Proposed Trail Easement; thence N 66°48'49" E, a distance of 15.23 feet to a point on the Easterly line of said Proposed Trail Easement and the Point of Beginning; thence N 59°24'57" E, a distance of 176.01 feet; thence N 37°15'56" E, a distance of 36.24 feet; thence N 82°53'04" E, a distance of 54.36 feet; thence N 47°47'37" E, a distance of 152.43 feet; thence S 89°26'35" E, a distance of 140.78 feet; thence N 72°11'48" E, a distance of 307.61 feet; thence N 76°54'29" E, a distance of 109.43 feet; thence N 84°43'04" E, a distance of 129.04 feet; thence N 87°17'54" E, a distance of 68.73 feet; thence S 12°31'43" W, a distance of 37.53 feet; thence S 79°12'26" W, a distance of 90.20 feet; thence S 80°51'47" W, a distance of 69.77 feet; thence S 22°43'55" W, a distance of 15.99 feet; thence S 79°13'46" W, a distance of 40.70 feet; thence N 67°57'20" W, a distance of 50.51 feet; thence S 81°18'31" W, a distance of 90.36 feet; thence S 66°21'30" W, a distance of 88.30 feet; thence S 51°30'00" W, a distance of 61.79 feet; thence S 63°53'40" W, a distance of 116.09 feet; thence N 69°46'31" W, a distance of 52.73 feet; thence S 73°48'38" W, a distance of 84.06 feet; thence S 58°23'34" W, a distance of 79.50 feet; thence S 28°48'39" W, a distance of 59.44 feet; thence S 43°00'48" W, a distance of 97.25 feet; thence S 04°33'08" W, a distance of 62.22 feet; thence S 49°09'49" W, a distance of 41.27 feet; thence S 60°41'56" W, a distance of 56.52 feet; thence S 82°57'37" W, a distance of 28.49 feet to a point on the aforesaid Easterly line of a Proposed Trail Easement; thence on said Easterly line, N 33°15'25" W, a distance of 163.49 feet to the Point of Beginning.

LESS AND EXCEPT (0.01 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said Proposed 81 foot Roadway and on the arc of said curve, for the next 8 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having

a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 13°58'04"; thence on the arc of said curve, a distance of 355.80 feet said arc being subtended by a chord which bears S 49°07'20" E, a distance of 354.92 feet to a point on the Northerly line of Nassau A1A Tract – North of those lands described in Official Record Book 1271, Page 897 of the Public Records of Nassau County, Florida said point also being on a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 0°54'31"; thence continue on the arc of said curve, a distance of 23.15 feet said arc being subtended by a chord which bears S 56°33'38" E, a distance of 23.15 feet to the curves end; thence S 57°00'53" E, a distance of 107.45 feet; thence N 37°13'26" E, a distance of 138.19 feet; thence N 53°12'22" E, a distance of 84.10 feet; thence N 72°29'05" E, a distance of 118.45 feet; thence N 81°59'57" E, a distance of 128.08 feet; thence N 73°07'53" E, a distance of 290.78 feet; thence N 69°25'51" E, a distance of 210.67 feet to a point on the Westerly line of a Proposed Trail Easement; thence N 66°48'49" E, a distance of 15.23 feet to a point on the Easterly line of said Proposed Trail Easement; thence N 59°24'57" E, a distance of 176.01 feet; thence N 37°15'56" E, a distance of 36.24 feet; thence N 82°53'04" E, a distance of 54.36 feet; thence N 47°47'37" E, a distance of 152.43 feet; thence S 89°26'35" E, a distance of 140.78 feet; thence N 72°11'48" E, a distance of 307.61 feet; thence N 76°54'29" E, a distance of 109.43 feet; thence N 84°43'04" E, a distance of 129.04 feet; thence N 87°17'54" E, a distance of 55.35 feet to the Point of Beginning; thence continue N 87°17'54" E, a distance of 13.38 feet; thence S 12°31'43" W, a distance of 37.53 feet; thence S 79°12'26" W, a distance of 21.71 feet; thence N 21°53'00" E, a distance of 43.18 feet to the Point of Beginning.

LSS-340
2018ANE00227

CONSERVATION EASEMENT A6 (0.26 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 2703.04 feet; thence departing said North line, S 00°46'33" E, a distance of 387.32 feet to the Point of Beginning; thence N 59°09'00" E, a distance of 91.52 feet; thence S 89°26'35" E, a distance of 114.72 feet; thence S 47°47'37" W, a distance of 152.43 feet; thence S 82°53'04" W, a distance of 43.68 feet; thence N 30°51'00" W, a distance of 72.22 feet to the Point of Beginning.

LSS-341
2016ANE02121

CONSERVATION EASEMENT 2 (15.50 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East and being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 39°10'59"; thence departing said South line and on said Southeasterly Right of Way line and on the arc of said curve, for the next 3 courses, a distance of 997.09 feet said arc being subtended by a chord which bears N 60°43'31" E, a distance of 977.77 feet to the curves end; thence N 80°19'01" E, a distance of 158.56 feet to the beginning of a curve, concave Northwest, having a radius of 1542.00 feet and a central angle of 6°28'49"; thence on the arc of said curve, a distance of 174.41 feet said arc being subtended by a chord which bears N 77°04'36" E, a distance of 174.31 feet to the Point of Beginning; thence continue on said Southeasterly Right of Way line and on the arc of said curve, a distance of 89.76 and a central angle of 3°20'07", said arc being subtended by a chord which bears N 72°10'08" E, a distance of 89.75 feet; thence departing said Southeasterly Right of Way line, S 58°25'42" E, a distance of 77.99 feet; thence S 53°44'22" E, a distance of 112.07 feet; thence S 67°56'27" E, a distance of 125.86 feet; thence N 74°02'38" E, a distance of 107.86 feet, thence N 41°25'50" E, a distance of 98.53 feet; thence N 06°55'49" E, a distance of 88.22 feet; thence N 23°22'25" W, a distance of 67.03 feet; thence N 12°17'33" W, a distance of 67.70 feet; thence N 38°23'20" W, a distance of 45.73 feet to a point on the aforesaid Southeasterly Right of Way line and on a curve, concave Northwest, having a radius 1542.00 feet and a central angle of 1°16'22"; thence on the arc of said curve, for the next 3 courses a distance of 34.25 feet said arc being subtended by a chord which bears N 53°44'00" E, a distance of 34.25 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 22°37'27"; thence on the arc of said curve, a distance of 575.71 feet said arc being subtended by a chord which bears N 64°24'32" E, a distance of 571.98 feet to the curves end; thence departing said Southeasterly Right of Way line, S 21°35'51" E, a distance of 325.07 feet, thence S 25°07'16" E, a distance of 153.70 feet; thence S 62°53'03" W, a distance of 413.21 feet; thence S 65°10'07" W, a distance of 258.63 feet; thence S 51°53'01" W, a distance of 398.81 feet; thence S 53°28'10" W, a distance of 140.60 feet; thence S 46°54'32" W, a distance of 147.26 feet; thence N 84°07'30" W, a distance of 77.24 feet; thence N 56°42'39" W, a distance of 136.64 feet, thence N 43°35'05" W, a distance of 109.02

feet; thence N 29°09'38" W, a distance of 114.70 feet; thence N 01°35'14" W, a distance of 139.65 feet; thence N 28°10'35" E, a distance of 139.33 feet, thence N 75°52'46" E, a distance of 76.35 feet; thence N 41°36'24" E, a distance of 146.29 feet to the Point of Beginning.

LESS AND EXCEPT Pond Tract 13, designated as Pond 13 Drainage Easement on Plat of Nassau - Wildlight Phase 1C-2, recoded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida, which was conveyed to the East Nassau Stewardship District by Special Warranty Deed from Wildlight LLC, dated July 6, 2022, and recorded in OR Book 2576, Page 328.

LSS-349
2017ANE00600

CONSERVATION EASEMENT "G" (4.95 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 90 foot Roadway (90 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line of said Proposed 90 foot Roadway and on the arc of said curve, for the next 2 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 366.85 feet to a point on the Easterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said Southeasterly Right of Way line and on said Easterly Right of Way line for the next 5 courses, S 46°38'41" E, a distance of 396.54 feet to the beginning of a curve, concave Northeast, having a radius of 3779.50 feet and a central angle of 9°00'40"; thence on the arc of said curve, a distance of 594.42 feet said arc being subtended by a chord which bears S 51°09'01" E, a distance of 593.81 feet to the curves end; thence S 34°20'39" W, a distance of 1.46 feet to a point on a curve, concave Northeast, having a radius of 3781.00 feet and a central angle of 1°21'32"; thence on the arc of said curve, a distance of 89.68 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 89.68 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet; thence departing said Easterly Right of Way line, S 32°59'07" W, a distance 81.00 feet to a point on the Westerly Right of Way line of the aforesaid Proposed 81 foot Roadway and the Point of Beginning; thence departing said Westerly Right of Way line, S 32°59'07" W, a distance of 59.72 feet; thence S 12°57'19" W, a

distance of 69.42 feet; thence S 84°11'10" W, a distance of 97.15 feet; thence S 34°11'08" W, a distance of 108.34 feet; thence N 72°56'26" W, a distance of 29.97 feet; thence S 34°11'08" W, a distance of 40.07 feet; thence S 38°41'19" E, a distance of 29.97 feet; thence S 34°11'08" W, a distance of 171.22 feet; thence S 72°31'46" W, a distance of 12.29 feet; thence N 30°12'06" W, a distance of 113.5 feet; thence N 28°39'13" W, a distance of 166.00 feet; thence N 30°52'05" W, a distance of 126.82 feet; thence N 26°37'27" W, a distance of 106.03 feet; thence N 21°14'18" W, a distance of 125.46 feet; thence N 56°12'50" E, a distance of 22.09 feet; thence N 72°01'51" E, a distance of 91.10 feet; thence N 44°50'02" E, a distance of 132.43 feet to a point on the aforesaid Westerly Right of Way line of a Proposed 81 foot Roadway said point being on a curve, concave Northeast, having a radius of 3862.00 feet and a central angle of 1°21'32"; thence on said Westerly Right of Way line and on the arc of said curve for the next 2 courses, a distance of 91.60 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 91.60 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet to the Point of Beginning.

LESS & EXCEPT LSS3160 - LSP-1237 Trail Easement B (0.90 Ac.)

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 Southwesterly corner of Wildlight Avenue (78 foot Right of Way) as shown on Plat of Market Street Office Site as recorded in Plat Book 8, Pages 156, 157, 158, 159 and 160 of the Public Records of Nassau County, Florida; thence on the Westerly Right of Way line of Wildlight Avenue (81 foot Right of Way) for the next 5 courses, S 32°59'07" W, a distance of 3.00 feet; thence N 57°00'53" W, a distance of 436.40 feet to the beginning of a curve, concave Northeast, having a radius of 3862.00 feet and a central angle of 0°59'17"; thence on the arc of said curve, a distance of 66.60 feet said arc being subtended by a chord which bears N 56°31'15" W, a distance of 66.60 feet to the Point of Beginning; thence departing said Westerly Right of Way line, S 34°0'39" W, a distance of 2.38 feet; thence S 44°50'02" W, a distance of 140.77 feet; thence S 72°01'51" W, a distance of 93.67 feet; thence S 56°12'50" W, a distance of 24.19 feet to a point on the Westerly line of Conservation Easement "G" as recorded in Official Record Book 2158, Page 1983 of the Public Records of Nassau County, Florida; thence on said Westerly line for the next 5 courses, S 21°14'18" E, a distance of 99.84 feet; thence S 26°37'27" E, a distance of 106.03 feet; thence S 30°52'05" E, a distance of 126.82 feet; thence S 28°39'13" E, a distance of 166.00 feet; thence S 30°12'06" E, a distance of 113.50 feet to a point on the Westerly line of Tract "A" of East Nassau - Wildlight Phase 1a as recorded in Plat Book 8, Pages 203-213 of the Public Records of Nassau County, Florida; thence departing said Westerly line and on said Westerly line, S 72°31'46" W, a distance of 22.07 feet to the Southeast corner of Conservation Easement "H" as recorded in said Official Record Book 2158, Page 1983; thence departing said Westerly line and on the Easterly of said Conservation Easement "H" for the next 4 courses, N 29°56'40" W, a distance of 142.03 feet; thence N 29°08'26" W, a distance of 376.39 feet; thence N 35°50'13" W, a distance of 22.23 feet; thence

N 17°47'08" W, a distance of 91.18 feet to the Northeast corner of said Conservation Easement "H"; thence departing said Easterly line and on the Westerly prolongation of the North line of aforesaid Conservation Easement "G" and on the said North line of Conservation Easement "G" for the next 3 courses, N 56°12'50" E, a distance of 47.81 feet; thence N 72°01'51" E, a distance of 91.10 feet; thence N 44°50'02" E, a distance of 132.43 feet to the beginning of a curve, concave Northeast, having a radius of 3862.00 feet and a central angle of 0°22'15"; thence on the arc of said curve, a distance of 25.00 feet said arc being subtended by a chord which bears S 55°50'29" E, a distance of 25.00 feet to the Point of Beginning.

LSS-358
2017ANE00600

CONSERVATION EASEMENT "D" (1.16 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, all in Nassau County, Florida, and being more particularly described as follows:

Commence at the Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a Proposed 90 foot Roadway (90 foot Right of Way), said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line of said Proposed 90 foot Roadway and on the arc of said curve, for the next 2 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 366.85 feet to a point on the Easterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said Southeasterly Right of Way line for the next 5 courses, S 46°38'41" E, a distance of 396.54 feet to the beginning of a curve, concave Northeast, having a radius of 3779.50 feet and a central angle of 9°00'40"; thence on the arc of said curve, a distance of 594.42 feet said arc being subtended by a chord which bears S 51°09'01" E, a distance of 593.81 feet to the curves end; thence S 34°20'39" W, a distance of 1.46 feet to a point on a curve, concave Northeast, having a radius of 3781.00 feet and a central angle of 1°21'32"; thence on the arc of said curve, a distance of 89.68 feet said arc being subtended by a chord which bears S 56°20'07" E, a distance of 89.68 feet to the curves end; thence S 57°00'53" E, a distance of 436.40 feet to the Point of Beginning; thence N 32°59'07" E, a distance of 1.50 feet; thence S 88°09'19" E, a distance of 51.91 feet; thence N 54°08'46" E, a distance of 44.59 feet; thence N 13°24'35" E, a distance of 34.26 feet; thence N 63°21'15" E, a distance of 44.92 feet; thence N 39°54'02" E, a distance of 64.70 feet; thence N 81°27'53" E, a distance of 91.05 feet; thence N 65°45'01" E, a distance of 56.27 feet; thence S 88°16'23" E, a distance of 37.88 feet; thence N 39°13'01" E, a distance of 112.75 feet; thence N 55°08'36" E, a distance

of 48.92 feet; thence N 34°48'42" E, a distance of 65.79 feet; thence N 18°48'31" E, a distance of 124.04 feet; thence N 52°03'00" E, a distance of 81.57 feet; thence S 54°29'53" E, a distance of 48.03 feet; thence S 08°56'30" E, a distance of 66.05 feet; thence S 71°50'03" E, a distance of 104.75 feet; thence N 44°42'29" E, a distance of 62.04 feet; thence N 16°02'54" E, a distance of 57.69 feet; thence N 38°32'35" E, a distance of 55.91 feet; thence N 67°07'37" E, a distance of 68.68 feet; thence N 89°03'59" E, a distance of 60.72 feet; thence S 48°59'51" E, a distance of 42.95 feet; thence S 84°38'45" E, a distance of 52.77 feet; thence N 79°28'10" E, a distance of 102.14 feet; thence N 61°09'33" E, a distance of 57.10 feet; thence N 42°27'48" E, a distance of 63.46 feet; thence N 67°04'03" E, a distance of 175.82 feet; thence S 16°20'10" W, a distance of 77.84 feet to the beginning of a curve, concave Northeast, having a radius of 332.50 feet and a central angle of 8°13'35"; thence on the arc of said curve, a distance of 47.74 feet said arc being subtended by a chord which bears S 24°42'10" W, a distance of 47.70 feet to the curves end; thence N 72°30'30" W, a distance of 128.87 feet; thence S 37°32'12" W, a distance of 69.04 feet; thence S 17°33'13" W, a distance of 47.59 feet; thence N 82°32'07" W, a distance of 88.50 feet; thence N 86°30'34" W, a distance of 88.50 feet; thence S 89°30'59" W, a distance of 88.50 feet; thence S 85°32'32" W, a distance of 88.50 feet; thence S 05°53'13" E, a distance of 120.00 feet; thence S 81°27'05" W, a distance of 83.40 feet; thence S 77°20'10" W, a distance of 83.40 feet; thence N 13°33'19" W, a distance of 29.41 feet; thence N 36°45'14" W, a distance of 13.39 feet; thence N 83°09'03" W, a distance of 13.39 feet; thence S 73°39'02" W, a distance of 102.6 feet; thence S 53°00'27" W, a distance of 12.14 feet; thence S 11°02'36" W, a distance of 12.14 feet; thence S 01°29'21" W, a distance of 28.40 feet; thence S 70°51'23" W, a distance of 50.19 feet; thence S 54°41'07" W, a distance of 92.24 feet; thence S 39°13'01" W, a distance of 113.54 feet; thence N 88°16'23" W, a distance of 38.66 feet; thence S 65°45'01" W, a distance of 62.40 feet; thence S 06°30'39" W, a distance of 18.07 feet; thence S 70°01'59" W, a distance of 22.72 feet; thence S 57°09'51" W, a distance of 150.42 feet; thence S 45°04'29" W, a distance of 31.00 feet; thence S 34°51'56" W, a distance of 46.38 feet; thence N 57°00'53" W, a distance of 15.00 feet; thence N 34°51'56" E, a distance of 5.00 feet; thence N 57°00'53" W, a distance of 30.00 feet; thence S 34°51'56" W, a distance of 15.01 feet to a point on the Easterly Right of Way line of a Proposed 78 foot Roadway (78 foot Right of Way); thence on said Easterly Right of Way line, N 57°00'53" W, a distance of 25.97 feet to the Point of Beginning.

LSS-717
2017ANE00595

CONSERVATION EASEMENT "B" (6.50 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 1172.93 feet to a point on the Southeasterly Right of Way line of a 81 foot Roadway Parcel "A" (81 foot Right of Way) as recorded in Official Record Book 1981, Page 163 of the Public records of Nassau County, Florida, said point being on a curve, concave Southeast, having a radius of 1458.00 feet and a central angle of 0°10'15"; thence departing said South line and on said Southeasterly Right of Way line and on the Easterly Right of Way line of said 81 foot Roadway and on the Easterly Right of Way line of a 81 foot Roadway Parcel "B" (81 foot Right of Way) of those lands described in Official Record Book 1981, Page 163 of the Public Records of Nassau County, Florida and on the arc of said curve, for the next 7 courses, a distance of 4.35 feet said arc being subtended by a chord which bears S 41°02'54" W, a distance of 4.35 feet to the curves end; thence S 40°57'47" W, a distance of 306.48 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet and a central angle of 87°31'53"; thence on the arc of said curve, a distance of 30.55 feet said arc being subtended by a chord which bears S 02°48'10" E, a distance of 27.67 feet to a point of reverse curvature of a curve having a radius of 1540.50 feet and a central angle of 4°25'49"; thence on the arc of said curve, a distance of 119.11 feet said arc being subtended by a chord which bears S 44°21'12" E, a distance of 119.09 feet to the curves end; thence S 42°08'18" E, a distance of 371.58 feet to the beginning of a curve, concave Northeast, having a radius of 1459.50 feet and a central angle of 14°52'36"; thence on the arc of said curve, a distance of 378.95 feet said arc being subtended by a chord which bears S 49°34'35" E, a distance of 377.89 feet; thence S 57°00'53" E, a distance of 632.22 feet; thence departing said Easterly Right of Way line of a 81 foot Roadway Parcel "B", S 88°09'19" E, a distance of 51.91 feet; thence N 54°08'46" E, a distance of 44.59 feet; thence N 13°24'35" E, a distance of 34.26 feet; thence N 63°21'15" E, a distance of 44.92 feet; thence N 39°54'02" E, a distance of 64.70 feet; thence N 81°27'53" E, a distance of 91.05 feet; thence N 65°45'01" E, a distance of 56.27 feet; thence S 88°16'23" E, a distance of 37.88 feet; thence N 39°13'01" E, a distance of 112.75 feet; thence N 55°08'36" E, a distance of 48.92 feet; thence N 34°48'42" E, a distance of 65.79 feet; thence N 18°48'32" E, a distance of 124.04 feet; thence N 52°02'57" E, a distance of 14.08 feet to a point on the Westerly line of a Proposed 15 foot Trail Easement; thence N 52°02'59" E, a distance of 15.05 feet to a point on the Easterly line of said Proposed 15 foot Trail Easement and the Point of Beginning; thence N 52°03'00" E, a distance of 52.44 feet; thence S 54°29'53" E, a distance of 48.03 feet; thence S 08°56'30" E, a distance of 66.05 feet; thence S 71°50'03" E, a distance of 104.75 feet; thence N 44°42'29" E, a distance of 62.04 feet; thence N 16°02'54" E, a distance of 57.69 feet; thence N 38°32'35" E, a distance of 55.91 feet; thence N 67°07'37" E, a distance of 68.68 feet; thence N 89°03'59" E, a distance of 60.72 feet; thence S 48°59'51" E, a distance of 42.95 feet; thence S 84°38'45" E, a distance of 52.77 feet; thence N 79°28'10" E, a distance of 102.14 feet; thence N 61°09'33" E, a distance of 57.10 feet; thence N 42°27'48" E, a distance of 63.46 feet; thence N 67°04'03" E, a distance of 175.82 feet; thence N 16°20'10" E, a distance of 327.15 feet to a point on the Southerly line of Conservation Easement 4B; thence on said Southerly line for the next 18 courses, S 79°12'26" W, a distance of 90.20 feet; thence S 80°51'47" W, a distance of 69.77 feet; thence S 22°43'55" W, a distance of 15.99 feet; thence S 79°13'46" W, a distance of

40.70 feet; thence N 67°57'20" W, a distance of 50.51 feet; thence S 81°18'31" W, a distance of 90.36 feet; thence S 66°21'30" W, a distance of 88.30 feet; thence S 51°30'00" W, a distance of 61.79 feet; thence S 63°53'40" W, a distance of 116.09 feet; thence N 69°46'31" W, a distance of 52.73 feet; thence S 73°48'38" W, a distance of 84.06 feet; thence S 58°23'34" W, a distance of 79.50 feet; thence S 28°48'39" W, a distance of 59.44 feet; thence S 43°00'48" W, a distance of 97.25 feet; thence S 04°33'08" W, a distance of 62.22 feet; thence S 49°09'49" W, a distance of 41.27 feet; thence S 60°41'56" W, a distance of 56.52 feet; thence S 82°57'37" W, a distance of 28.49 feet to a point on the aforesaid Easterly line of a Proposed 15 foot Trail Easement; thence on said Easterly line, S 33°15'25" E, a distance of 71.23 feet to the Point of Beginning.

LESS AND EXCEPT LSS721 - LSP1574 - Recreation and/or Community Amenity Tract 8, containing 0.45 acre as shown and delineated on Plat of East Nassau - Wildlight Phase 1C-2, recorded as Instrument # 202145011158 in Official Records Book 2447, Pages 43 through 48, inclusive, of the public records of Nassau County, Florida.

LSS-719
2018ANE00227

CONSERVATION EASEMENT A7 (0.10 Ac.)

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 Northwest 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, N 89°13'27" E, a distance of 3432.97 feet; thence departing said North line, S 00°46'33" E, a distance of 235.23 feet to the Point of Beginning; thence N 72°12'00" E, a distance of 220.83 feet; thence S 21°53'00" W, a distance of 55.70 feet; thence S 87°17'54" W, a distance of 55.35 feet; thence S 84°43'04" W, a distance of 129.04 feet; thence S 76°54'29" W, a distance of 5.87 feet to the Point of Beginning.

LSS-817
2020ANE00809

Conservation Easement 4B (2.65 Ac.)

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 6085.39 feet; thence departing said North line, S 00°46'33" E, a distance of 319.64 feet to the Point of Beginning; thence S 34°31'52" E, a distance of 263.26 feet; thence S 63°13'56" W, a distance of 52.47 feet; thence S 05°38'48" W, a distance of 45.91 feet; thence S 24°24'42" E, a distance of 58.63 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 89°50'48"; thence on the arc of said curve, a distance of 39.20 feet said arc being subtended by a chord which bears S 20°30'42" W, a distance of 35.31 feet to the curves end; thence S 65°26'05" W, a distance of 78.11 feet; thence S 80°13'16" W, a distance of 12.76 feet; thence N 84°59'33" W, a distance of 56.38 feet; thence N 78°19'32" W, a distance of 47.90 feet; thence S 57°11'25" W, a distance of 73.12 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and central angle of 90°53'40"; thence on the arc of said curve, a distance of 39.66 feet said arc being subtended by a chord which bears N 77°21'46" W, a distance of 35.63 feet to the curves end; thence N 31°54'56" W, a distance of 56.10 feet; thence S 86°29'39" W, a distance of 76.51 feet; thence S 45°13'31" W, a distance of 18.72 feet; thence N 44°46'29" W, a distance of 3.41 feet to the beginning of a curve, concave Southeast, having a radius of 1065.00 feet and central angle of 24°48'33"; thence on the arc of said curve, a distance of 461.14 feet said arc being subtended by a chord which bears N 31°06'22" E, a distance of 457.55 feet to the beginning of a curve, concave Northerly, having a radius of 180.00 feet and central angle of 18°42'44"; thence on the arc of said curve, a distance of 58.79 feet said arc being subtended by a chord which bears N 89°26'58" E, a distance of 58.53 feet to the Point of Beginning.

LSS-835
2020ANE00809

Conservation Easement 4C (16.13 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, S 89°13'27" W, a distance of 6443.42 feet; thence departing said South line, N 00°46'33" W, a distance of 737.30 feet to the Point of Beginning; thence S 69°12'54" W, a distance of 73.21 feet; thence S 48°12'38" W, a distance of 99.20 feet; thence S 58°17'36" W, a distance of 86.21 feet; thence S 09°47'00" E, a distance of 69.52 feet; thence S 28°24'45" W, a distance of 123.08 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 97°05'34"; thence on the arc of said curve, a distance of 42.36 feet said arc being subtended by a chord which bears S 76°57'32" W, a distance of 37.47 feet to the curves end; thence N 54°29'41" W,

a distance of 51.24 feet; thence S 35°00'40" W, a distance of 47.45 feet; thence S 07°43'04" W, a distance of 80.31 feet; thence S 17°53'16" W, a distance of 79.44 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 85°42'01"; thence on the arc of said curve, a distance of 37.39 feet said arc being subtended by a chord which bears S 60°44'17" W, a distance of 34.00 feet to the curves end; thence N 76°24'43" W, a distance of 58.29 feet; thence S 39°47'58" W, a distance of 57.61 feet; thence S 24°25'19" W, a distance of 129.63 feet; thence N 33°43'05" W, a distance of 227.92 feet; thence N 31°56'51" W, a distance of 264.95 feet; thence N 28°44'36" W, a distance of 71.60 feet; thence N 31°39'28" W, a distance of 355.18 feet; thence S 64°40'36" E, a distance of 288.74 feet; thence N 47°29'22" E, a distance of 2.45 feet; thence N 47°29'22" E, a distance of 86.57 feet; thence N 40°54'52" E, a distance of 68.18 feet; thence N 62°06'27" E, a distance of 187.99 feet to the beginning of curve, concave Northerly, having a radius of 1563.00 feet and central angle of 4°29'56"; thence on the arc of said curve, a distance of 122.73 feet said arc being subtended by a chord which bears S 87°34'20" E, a distance of 122.69 feet to the curves end; thence S 89°49'18" E, a distance of 323.36 feet to the beginning of a curve, concave Northerly, having a radius of 2063.00 feet and central angle of 9°49'29"; thence on the arc of said curve, a distance of 353.75 feet said arc being subtended by a chord which bears N 85°15'58" E, a distance of 353.32 feet to the curves end; thence N 80°21'13" E, a distance of 386.03 feet; thence N 81°27'27" E, a distance of 68.66 feet; thence S 07°52'24" E, a distance of 77.17 feet; thence S 27°26'13" W, a distance of 112.58 feet; thence S 38°42'44" W, a distance of 111.72 feet; thence S 26°45'02" W, a distance of 58.43 feet; thence S 16°58'47" E, a distance of 113.49 feet; thence S 05°35'07" E, a distance of 67.38 feet; thence S 30°03'40" W, a distance of 67.78 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and central angle of 89°36'35"; thence on the arc of said curve, a distance of 39.10 feet said arc being subtended by a chord which bears S 74°51'58" W, a distance of 35.23 feet to the curves end; thence N 60°19'44" W, a distance of 92.63 feet; thence N 60°56'45" W, a distance of 75.44 feet; thence N 65°35'10" W, a distance of 107.63 feet; thence S 64°07'26" W, a distance of 74.26 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and central angle of 74°08'23"; thence on the arc of said curve, a distance of 32.35 feet said arc being subtended by a chord which bears N 78°48'23" W, a distance of 30.14 feet to the curves end; thence N 41°44'12" W, a distance of 91.92 feet; thence N 38°05'45" W, a distance of 89.68 feet; thence N 64°50'23" W, a distance of 36.14 feet; thence N 87°17'10" W, a distance of 60.73 feet to the Point of Beginning.

LSS855
2018ANE00227

CONSERVATION EASEMENT A1-B (2.57 Ac.)

A parcel of land, 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 Mill

Grant, Section 50, Township 3 North, Range 27 East, all in Nassau County, Florida, containing 2.57 acres, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, N 89°13'27" E, a distance of 251.41 feet to a point on the Southeasterly line of Conservation Easement A1 as recorded in Official Record Book 2215, Page 1508 of the public records of Nassau County, Florida the Point of Beginning; thence departing said South line and on said Southeasterly line for the next 3 courses, N 48°29'04" W, a distance of 67.95 feet; thence N 31°49'53" W, a distance of 86.02 feet; thence N 38°02'38" W, a distance of 42.06 feet; thence departing said Southeasterly line, N 61°07'39" E, a distance of 204.04 feet to the beginning of a curve, concave Southwest, having a radius of 25.00 feet and a central angle of 83°13'06"; thence on the arc of said curve, a distance of 36.31 feet said arc being subtended by a chord which bears S 77°15'48" E, a distance of 33.20 feet to the curves end; thence S 35°39'15" E, a distance of 227.25 feet to the beginning of a curve, concave Northeast, having a radius of 1565.00 feet and a central angle of 9°09'00"; thence on the arc of said curve, a distance of 249.93 feet said arc being subtended by a chord which bears S 40°13'45" E, a distance of 249.66 feet to the curves end; thence S 50°59'38" W, a distance of 5.86 feet; thence S 46°38'41" E, a distance of 261.35 feet; thence S 64°40'38" W, a distance of 28.56 feet to a point on the aforesaid Southeasterly line; thence on said Southeasterly line for the next 4 courses, N 66°25'10" W, a distance of 22.16 feet; thence N 60°41'33" W, a distance of 161.45 feet; thence N 63°26'56" W, a distance of 202.68 feet; thence N 56°59'37" W, a distance of 138.00 feet; thence N 48°29'04" W, a distance of 112.35 feet to the Point of Beginning.

LSS856
2018ANE00227

CONSERVATION EASEMENT A1-A (1.76 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill 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, containing 1.76 acres, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the West line of said Section 50, N 01°09'44" W, a distance of 208.54 feet to a point on the Southeasterly line of Conservation Easement A1 as recorded in Official Record Book 2215, Page 1508 of the public records of Nassau County, Florida; thence on said Southeasterly line, N 80°13'15" E, a distance of 59.77 feet to the Point of Beginning; thence continue on said Southeasterly line for the next 3 courses, N 05°19'58" E, a distance of 50.12 feet; thence N 21°51'25" W, a distance of 205.51 feet; thence N 15°50'39" W, a distance of 186.66

feet; thence departing said Southeasterly line, N 55°27'59" E, a distance of 103.04 feet to the beginning of a curve, concave Northeast, having a radius of 1265.00 feet and a central angle of 1°07'15"; thence on the arc of said curve, a distance of 24.74 feet said arc being subtended by a chord which bears S 35°05'38" E, a distance of 24.74 feet to the curves end; thence S 35°39'15" E, a distance of 399.72 feet to the beginning of a curve, concave Northwest, having a radius of 25.00 feet and a central angle of 96°46'27"; thence on the arc of said curve, a distance of 42.23 feet said arc being subtended by a chord which bears S 12°43'58" W, a distance of 37.38 feet to the curves end; thence S 61°07'12" W, a distance of 179.42 feet; thence S 76°36'35" W, a distance of 45.18 feet to the Point of Beginning.

LSS-862
2016ANE02121

CONSERVATION EASEMENT 1 (21.75 Ac.)

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, N 89°13'27" E, a distance of 1064.37 feet to a point on the Northwesterly Right of Way line of a Proposed 81 foot Roadway (81 foot Right of Way); thence departing said South line and on said Northwesterly Right of Way line for the next 2 courses, N 40°57'47" E, a distance of 67.93 feet to a point being on a curve, concave Southeast, having a radius of 1539.00 feet and a central angle of 16°23'55"; thence on the arc of said curve, a distance of 440.48 feet said arc being subtended by a chord which bears N 49°09'44" E, a distance of 438.97 feet to the Southwest corner of Proposed School Site; thence departing said Northwesterly Right of Way line and on the Westerly line of said Proposed School Site for the next 3 courses, N 47°17'21" W, a distance of 343.20 feet; thence N 75°33'39" W, a distance of 186.91 feet; thence N 25°47'37" E, a distance of 113.92 feet to on the Northerly line of said Proposed School Site and the Point of Beginning; thence departing said Westerly line and on said Northerly line and on the Easterly line of said Proposed School Site for the next 35 courses, N 84°05'09" E, a distance of 119.09 feet; thence N 63°45'37" E, a distance of 126.50 feet; thence N 40°10'13" E, a distance of 220.49 feet; thence N 62°54'02" E, a distance of 56.34 feet; thence N 18°47'38" E, a distance of 65.27 feet; thence N 35°42'80" W, a distance of 32.12 feet; thence N 52°44'07" E, a distance of 58.53 feet; thence S 60°24'13" E, a distance of 70.38 feet thence N 69°44'16" E, a distance of 111.69 feet; thence S 87°24'42" E, a distance of 66.18 feet; thence N 62°42'01" E, a distance of 189.42 feet; thence N 42°13'17" W, a distance of 94.35 feet thence N 61°27'48" E, a distance of 222.30 feet; thence N 21°06'17" W, a distance of 51.44 feet thence S 70°56'01" E, a distance of 71.65 feet; thence N 61°00'12" E, a distance of 79.83 feet; thence N 79°00'09" E, a distance of 93.64 feet thence N 26°49'22" W, a distance of 118.58 feet, thence N 58°50'25" E, a

distance of 168.18 feet; thence S 13°42'57" E, a distance of 60.34 feet; thence S 47°22'55" E, a distance of 108.03 feet; thence S 12°55'18" E, a distance of 70.78 feet; thence S 44°29'12" E, a distance of 59.65 feet; thence S 82°49'32" E, a distance of 46.38 feet; thence S 44°38'23" E, a distance of 65.30 feet; thence N 52°23'10" E, a distance of 210.62 feet; thence N 73°34'27" E, a distance of 57.05 feet thence S 52°06'44" E, a distance of 89.60 feet; thence S 04°27'35" E, a distance of 98.76 feet; thence S 35°42'37" E, a distance of 103.57 feet; thence N 79°16'28" E, a distance of 40.50 feet thence S 36°33'24" E, a distance of 44.28 feet; thence S 08°08'48" W, a distance of 135.24 feet; thence S 20°05'25" W, a distance of 60.49 feet; thence S 00°33'07" W, a distance of 49.09 feet to a point on the aforesaid Northwesterly Right of Way line of a Proposed 81 foot Roadway and said point being on a curve, concave Southeast, having a radius 1539.00 feet and a central angle of 10°25'18"; thence on said Northwesterly Right of Way line and on the arc of said curve, a distance of 279.93 feet said arc being subtended by a chord which bears N 65°40'05" E, a distance of 279.55 feet to the curves end; thence departing said Northwesterly Right of Way line, N 10°10'20" W, a distance of 237.64 feet thence N 04°21'04" W, a distance of 322.93 feet; thence N 01°36'05" E, a distance of 354.25 feet; thence S 85°16'05" W, a distance of 879.81 feet; thence S 49°55'41" W, a distance of 1856.89 feet; thence S 51°03'46" E, a distance of 33.98 feet thence S 73°55'16" E, a distance of 79.40 feet; thence N 72°43'28" E, a distance of 63.48 feet to the Point of Beginning.

LSS864
2018ANE00227

CONSERVATION EASEMENT A4 (19.48 Ac.) as shown and delineated on Plat of East Nassau - Wildlight PDP-3 / POD 5, recorded as Instrument No. 202245009432 in Official Records Book 2546, Pages 1608 through 1613, inclusive, in the Official Records of Nassau County, Florida, and more particularly described as follows:

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence on the South line of said Section 50, N 89°13'27" E, a distance of 904.16 feet; thence departing said South line, N 00°46'33" W, a distance of 747.04 feet to the Point of Beginning; thence N 67°26'38" W, a distance of 79.23 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and a central angle of 26°46'19"; thence on the arc of said curve, a distance of 11.68 feet said arc being subtended by a chord which bears N 54°03'29" W, a distance of 11.58 feet to the curves end; thence N 40°40'19" W, a distance of 15.46 feet to the beginning of a curve, concave Northeast, having a radius of 25.00 feet and a central angle of 27°30'02"; thence on the arc of said curve, a distance of 12.00 feet said arc being subtended by a chord which bears N 26°55'18" W, a distance

of 11.88 feet to the curves end; thence N 13°10'17" W, a distance of 84.92 feet; thence N 39°13'48" E, a distance of 122.41 feet; thence N 83°42'41" E, a distance of 145.25 feet; thence N 51°53'36" E, a distance of 60.99 feet; thence N 05°39'57" W, a distance of 60.28 feet; thence N 41°54'07" W, a distance of 157.67 feet; thence N 11°08'51" W, a distance of 12.80 feet; thence N 27°34'17" W, a distance of 99.78 feet; thence N 07°53'43" W, a distance of 90.96 feet; thence N 51°36'02" W, a distance of 161.3 feet; thence N 05°17'06" E, a distance of 111.56 feet; thence N 44°50'53" E, a distance of 415.6 feet; thence N 82°38'18" E, a distance of 188.58 feet; thence S 36°37'59" E, a distance of 31.60 feet; thence N 81°55'51" E, a distance of 107.98 feet; thence N 85°14'10" E, a distance of 196.25 feet; thence S 89°28'12" E, a distance of 179.40 feet; thence S 87°58'39" E, a distance of 305.18 feet; thence N 03°20'31" E, a distance of 5.05 feet; thence S 89°52'12" E, a distance of 44.31 feet; thence N 86°56'42" E, a distance of 227.53 feet; thence S 07°31'46" W, a distance of 4.49 feet; thence S 49°55'41" W, a distance of 1856.89 feet to the Point of Beginning.

**EAST NASSAU
STEWARDSHIP DISTRICT**

5

**ACQUISITION OF PHASE 1C-WEST, PDP 3 POD 4 NORTH, POD 5 TRACTS AND RELATED IMPROVEMENTS
PONDS, LANDSCAPE, AND VARIOUS EASEMENT TRACTS
RESERVE ABILITY FOR REIMBURSEMENT?**

DESCRIPTION OF IMPROVEMENTS TO BE ACQUIRED:

STRIP EASEMENT

TRAIL EASEMENT: All multi-use trail system infrastructure improvements which include _____, all located on portions of the real property described in the following legal description:

[TBD; THAT PORTION IDENTIFIED AS "STRIP EASEMENT" ON BOTTOM LEFT CONVEYANCE MAP]

WILDLIGHT PDP3/POD 4 NORTH

STORMWATER PONDS: All ponds/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures, catch-basins, publicly-owned pipes providing drainage, curb and gutter providing drainage for streets and right-of-ways, dry stormwater retention basins, if any, and related stormwater facilities, and any and all plants, trees, timber, shrubbery, and other landscaping and irrigation improvements for such stormwater facilities, all in and for the development East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

POND TRACTS 4-1, 4-2, AND 4-4A, AS SHOWN AND DELINEATED ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA, WITH THE FOLLOWING ACREAGES:

- a) Pond Tract 4-1; containing 0.79 Acres, more or less
- b) Pond Tract 4-2; containing 0.76 Acres, more or less
- c) Pond Tract 4-4A; containing 1.94 Acres, more or less

LANDSCAPE: All plants, trees, timber, shrubbery, related landscape lighting and electric services and other landscaping and irrigation improvements in and for the development East Nassau – Wildlight PDP 3 / Pod 4 North, all located on portions of the real property described in the following legal description:

LANDSCAPE TRACTS 4, 5, 6, and 7, AS SHOWN ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA, WITH THE FOLLOWING ACREAGES:

- a) Landscape Tract 4; containing 0.74 Acres, more or less
- b) Landscape Tract 5; containing 0.53 Acres, more or less
- c) Landscape Tract 6; containing 4.42 Acres, more or less
- d) Landscape Tract 7; containing 1.07 Acres, more or less

TOGETHER WITH:

MAINTENANCE, ACCESS & LANDSCAPE EASEMENT AND FPU UTILITY EASEMENT (LOCATED WITHIN LANDSCAPE TRACT 4), AS SHOWN ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 4 NORTH, RECORDED IN OFFICIAL RECORDS BOOK 2539, PAGES 1789 THROUGH 1795, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA, **with following acreages:**

- a) Maintenance, Access & Landscape Easement; containing _____ Acres, more or less
- b) FPU Utility Easement; containing _____ Acres, more or less

WILDLIGHT PDP3/POD 5

STORMWATER PONDS: All ponds/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures, catch-basins, publicly-owned pipes providing drainage, curb and gutter providing drainage for streets and right-of-ways, dry stormwater retention basins, if any, and related stormwater facilities, and any and all plants, trees, timber, shrubbery, and other landscaping and irrigation improvements for such stormwater facilities, all in and for the development East Nassau – Wildlight PDP 3 / Pod 5, all located on portions of the real property described in the following legal description:

POND TRACTS 5-1, 5-2, AND 5-3, AS SHOWN ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 5, RECORDED IN OFFICIAL RECORDS BOOK 2546, PAGES 1608 THROUGH 1613, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA, with the following acreages:

- a) Pond Tract 5-1; containing 1.40 Acres, more or less
- b) Pond Tract 5-2; containing 0.03 Acres, more or less
- c) Pond Tract 5-3; containing 5.90 Acres, more or less

LANDSCAPE: All plants, trees, timber, shrubbery, related landscape lighting and electric services, and other landscaping and irrigation improvements in and for the development East Nassau – Wildlight PDP 3 / Pod 5, all located on portions of the real property described in the following legal description:

LANDSCAPE TRACTS 1, 2, 3, and 4, AS SHOWN ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 5, RECORDED IN OFFICIAL RECORDS BOOK 2546, PAGES 1608 THROUGH 1613, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA, with the following acreages:

- a) Landscape Tract 1; containing 0.80 Acres, more or less
- b) Landscape Tract 2; containing 0.78 Acres, more or less
- c) Landscape Tract 3; containing 0.24 Acres, more or less
- d) Landscape Tract 4; containing 0.98 Acres, more or less

TOGETHER WITH:

MAINTENANCE, ACCESS & LANDSCAPE EASEMENT SURROUNDING BUT NOT INCLUDING THAT PORTION OF PUMP STATION TRACT 5-1, _____ ACRES, MORE OR LESS, AS SHOWN ON THE PLAT OF EAST NASSAU – WILDLIGHT PDP 3 / POD 5, RECORDED IN OFFICIAL RECORDS BOOK 2546, PAGES 1608 THROUGH 1613, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA

DESCRIPTION OF ASSOCIATED WORK PRODUCT TO BE ACQUIRED:

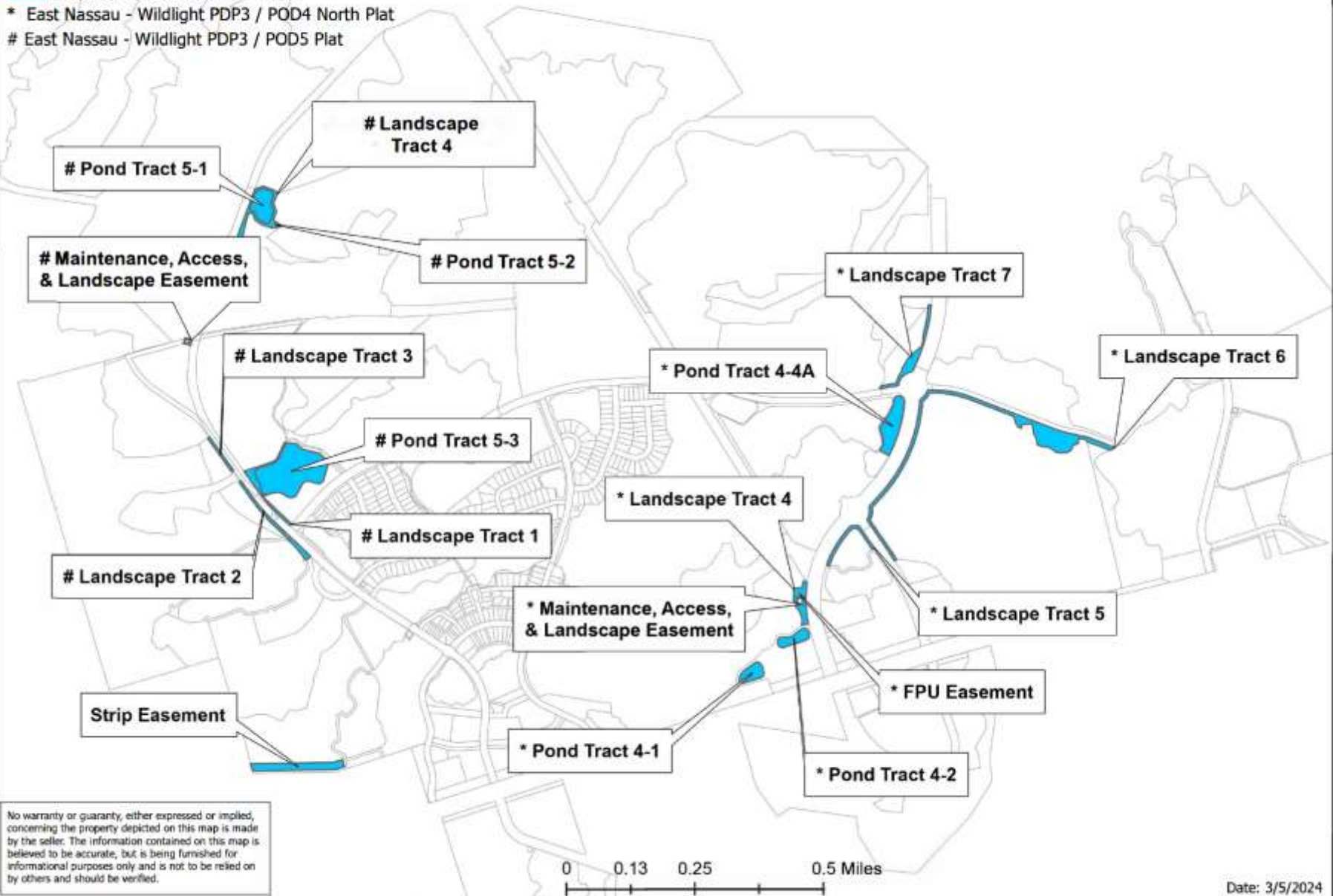
General (for bill of sale from Developer to CDD): Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the above-described improvements.

ACQUISITION COSTS: \$1,799,975, reserved ability for reimbursement at a later time with future bond proceeds; “Prior Acquisition” pursuant to *Agreement by and between the East Nassau Stewardship District and Wildlight LLC, Regarding the Acquisition of Certain Work Product, Infrastructure, and Real Property [Wildlight Village Phase 3]*, dated _____, 2024 [IF RESERVING REIMBURSEMENT, NEED TO EXECUTE; PREVIOUSLY APPROVED IN SUBSTANTIAL FORM AND AUTHORIZED CHAIR TO SIGN FINAL].

East Nassau Stewardship District Q2 - 2024 Conveyance



- East Nassau Stewardship District
- * East Nassau - Wildlight PDP3 / POD4 North Plat
- # East Nassau - Wildlight PDP3 / POD5 Plat



No warranty or guaranty, either expressed or implied, concerning the property depicted on this map is made by the seller. The information contained on this map is believed to be accurate, but is being furnished for informational purposes only and is not to be relied on by others and should be verified.

Date: 3/5/2024

**EAST NASSAU
STEWARDSHIP DISTRICT**

6

**ACQUISITION OF COMMERCE PARK TRACTS AND RELATED IMPROVEMENTS
WILDWORKS AVENUE, LANDSCAPE AND OPEN SPACE TRACTS**

DESCRIPTION OF IMPROVEMENTS TO BE ACQUIRED:

COMMERCE PARK

ROADWAY: All right-of-way infrastructure improvements, which include landscape and irrigation, site furnishings including benches, trashcans, bike racks, electrical services and equipment, Commerce Park entry sign, asphalt, sidewalk, trail, all located on the real property described in the following legal description:

WILDWORKS AVENUE, 80' RIGHT OF WAY TRACT, CONTAINING [REDACTED] ACRES, MORE OR LESS, AS SHOWN AND DELINEATED ON THE PLAT OF WILDLIGHT COMMERCE PARK, RECORDED IN OFFICIAL RECORDS BOOK 2605, PAGES 1887 THROUGH 1890, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA.

OPEN SPACE: All open-space improvements, which include [REDACTED] all located on the real property described in the following legal description:

OPEN SPACE TRACT 4, CONTAINING 1.12 ACRES, MORE OR LESS, AS SHOWN AND DELINEATED ON THE PLAT OF WILDLIGHT COMMERCE PARK, RECORDED AS INSTRUMENT NO. 202245039675 IN OFFICIAL RECORDS BOOK 2605, PAGES 1887 THROUGH 1890, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA.

MAINTENANCE, ACCESS & LANDSCAPE EASEMENT TRACT (ALSO NOTED AS DRAIANGE, ACCESS & MAINTENANCE EASEMENT AND DRAINAGE EASEMENTS, ALL LOCATED WIHTIN OPEN SPACE TRACT 4), CONTAINING 0.06, MORE OR LESS, AS SHOWN AND DELINEATED ON THE PLAT OF WILDLIGHT COMMERCE PARK, RECORDED IN OFFICIAL RECORDS BOOK 2605, PAGES 1887 THROUGH 1890, INCLUSIVE, IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA.

DESCRIPTION OF ASSOCIATED WORK PRODUCT TO BE ACQUIRED:

General (for bill of sale from Developer to CDD): Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the above-described improvements.

ACQUISITION COSTS: at no cost; acquisition pursuant to *Agreement by and between East Nassau Stewardship District and Wildlight LLC, Regarding the Acquisition of Certain Work Product, Infrastructure, and Real Property [Advance Acquisition Agreement for Commerce Park Master Improvements]*, dated November 16, 2024

East Nassau Stewardship District Q2 - 2024 Conveyance



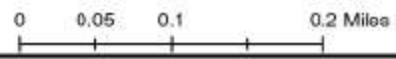
 East Nassau Stewardship District
Wildlight Commerce Park Plat

Wildworks Avenue

Maintenance Access &
Landscape Easement Tract

Open Space Tract 4

No warranty or guaranty, either expressed or implied, concerning the property depicted on this map is made by the seller. The information contained on this map is believed to be accurate, but is being furnished for informational purposes only and is not to be relied on by others and should be verified.



Date: 3/7/2024

**EAST NASSAU
STEWARDSHIP DISTRICT**

8

RESOLUTION 2024-21

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT ADOPTING POLICIES GOVERNING USE OF DISTRICT PONDS AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the East Nassau Stewardship District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 2017-206, Laws of Florida (“Act”), as may be amended, being situated in Nassau County, Florida; and

WHEREAS, the Act authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District desires to implement policies governing the use of certain District-owned ponds which have been designated for recreational use (“District Ponds”); and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution policies regarding the use of District Ponds (the “Pond Use Policy”) for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT:

SECTION 1. The Pond Use Policy, attached hereto as **Exhibit A**, is hereby adopted pursuant to this resolution and shall remain in full force and effect until such time as the Board of Supervisors may amend such policy.

SECTION 2. If any provision or part of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 21st day of March 2024.

ATTEST:

EAST NASSAU STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair, Board of Supervisors

Exhibit A: Pond Use Policy

Exhibit A

EAST NASSAU STEWARDSHIP DISTRICT POND USE POLICIES

(Adopted _____, 2024)

EAST NASSAU STEWARDSHIP DISTRICT OWNED PONDS

A. Following Pond is open for recreational use:

- Whistling Duck Pond

Only those Ponds designated herein are open for recreational use, subject to the Pond Use Policies. See **Recreational Ponds Map** for details.

B. Recreational Ponds Hours of Operation:

- Daily: **Dawn to Dusk**

C. Refer to <https://eastnassausd.net> for the most recent version of the Pond Use Policies.

INTRODUCTION AND DISCLAIMER

It is important to note that the ponds, stormwater management facilities, and any and all bodies of water (collectively referred to as “Ponds”) are natural habitats to wildlife living within the community of East Nassau Stewardship District (“District”). Please remember to always observe your surroundings.

The District Ponds primarily function as detention ponds to facilitate the District’s system for treatment and attenuation of stormwater run-off and overflow. As a result, contaminants may be present in the water.

District Ponds may be deep and those participating in recreational activities in District Ponds do so at their own risk. The District recommends use of appropriate safety equipment during any such activities.

Any person entering upon or near, or otherwise using any Ponds or other water bodies and related facilities within or adjacent to the community shall be responsible for his or her own personal safety relating to such entry and use and shall assume all risks of personal injury, including death, relating to such entry or use. Any person utilizing the Ponds understands and acknowledges that they are using the Ponds at their own risk, and Ponds present hazards which may include but are not limited to alligators, snakes, other wildlife, toxic algae, parasites, bacteria, and amoeba. The District shall not in any way be a guardian or insurer of safety relating to the presence, entry upon, or use of any water bodies or features within or adjacent to the community and shall not be held responsible for any personal injury or death, property

damage, or any other loss due to, arising out of, or related to use of such Ponds and water features for any purpose.

PONDS ARE NOT SUPERVISED. IN THE EVENT OF AN EMERGENCY CALL 911.

To report concerns, please contact East Nassau Stewardship District at 877-276-0889 or Community Manager at 904-530-1559.

GENERAL

- A.** Do not approach, feed, bother, or otherwise disturb the alligators and other wildlife that may be present in the Ponds or Lake surroundings. Immediately report any aggressive behavior to the District or the Community Manager.
- B.** No foreign materials may be disposed of in the District Ponds, including but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment. Dispose of such trash, debris or foreign objects only in designated trash bins or take with you to properly dispose of same.
- C.** Except for District owned, managed, and operated docks, no docks or other structures, whether permanent or temporary, shall be constructed and placed in any of District Ponds.
- D.** Any hazardous condition concerning the District Ponds must immediately be reported to the District, the Community Manager and the proper authorities.
- E.** District Ponds are subject to environmental permits; therefore, the rules provided herein may be subject to change in accordance with such permits, in the District's sole discretion.

NO SWIMMING IN PONDS

- A.** Wading and swimming is **strictly prohibited** in any District owned or managed Ponds or other bodies of water.
- B.** All underwater sports and activities are **strictly prohibited**.
- C.** Diving, running, and/or flipping off of any of the District dock is **strictly prohibited**.

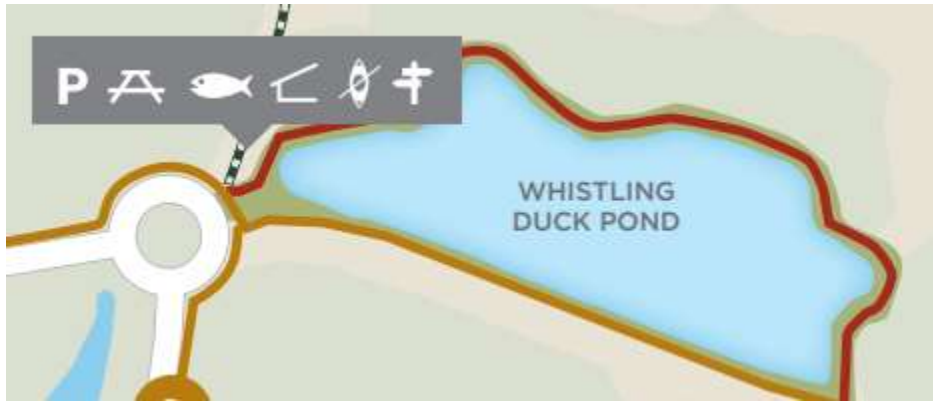
BOATING

- A. Approved watercraft launch areas are identified on the Recreational Ponds Map, which can be found on <https://eastnassausd.net>.
- B. **Non-motorized or non-combustible** boats such as kayaks, canoes and pedal boats are **only allowed** on those Ponds specified in the Recreational Ponds Map.
- C. **Any and all motorized-watercraft and combustible-engine watercraft are strictly prohibited** on all Ponds. This shall not apply to operation of motorized watercraft by an agent of the District while acting within the scope of its duties.
- D. The owner and operator of a non-motorized watercraft or vessel is responsible for carrying, storage, maintenance and use of the safety equipment required by the United States Coast Guard, and Chapters 327 and 328, Florida Statutes, as applicable.
- E. All operators of watercraft and vessels operating upon District Ponds shall comply with all applicable federal, state and local laws, rules and regulations pertaining to boating and navigational safety.
- F. In order to prevent damage to the storm water management system, no watercraft or vessel shall be tied, or otherwise secured, to the lake bank.

FISHING

- A. "Catch and release" fishing is permitted in approved District owned or managed bodies of water. Approved fishing locations are identified on the Recreational Ponds Map, which can be found on <https://eastnassausd.net>.
- B. Fish shall not be removed from District owned or managed Ponds.
- C. Cast netting is prohibited.
- D. Patrons shall not trespass on private residential property or enter upon any service areas for District staff or maintenance personnel to access District Ponds.
- E. All patrons must follow all applicable laws, rules and regulations with respect to fishing applicable to the Ponds, which may include obtainment of valid Florida Fish and Wildlife Conservation Commission (FWCC) fishing license.
- F. Only authorized personnel are allowed to introduce or stock any of the bodies of water.

RECREATIONAL PONDS MAP



**EAST NASSAU
STEWARDSHIP DISTRICT**

9

RESOLUTION 2024-22

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT ADOPTING A POLICY GOVERNING POSTING OF SIGNAGE ON DISTRICT PROPERTY AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the East Nassau Stewardship District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 2017-206, Laws of Florida (“Act”), as may be amended, being situated in Nassau County, Florida; and

WHEREAS, the Act authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District desires to implement a policy governing posting of signage on District-owned property (“District Property”); and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution certain standards regarding the use and placement of signage on District Property (the “Signage Policy”) for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT:

SECTION 1. The Signage Policy is hereby adopted pursuant to this resolution and shall remain in full force and effect until such time as the Board of Supervisors may amend these Standards in accordance with Chapter 190, Florida Statutes.

SECTION 2. The following policies govern the posting of signage on District-owned Property:

- a. In keeping with the District’s aesthetic values and in the interest of promoting community and driving safety no signs shall be permitted to be posted on District Property. Upon notification or visual inspection, District staff shall promptly remove and destroy prohibited signs posted on District-owned property.
- b. Certain signs that are necessary (1) for the direction of the public, traffic control, regulation, safety, and functioning of the roads and property on which they are located; and (2) consistent with Wildlight Signage Master Plan, originally issued August 30, 2017, as amended and supplemented from time to time, with respect to aspects of size, building materials, lighting, moving parts, and portability and other aesthetics elements, as applicable, are hereby exempt from the provisions of the above sub-section and shall be permitted on District-owned property so long as such sign complies with any applicable local, state, or federal requirements and regulations and is approved by the District as necessary or appropriate to fulfill the purposes identified herein.

SECTION 3. If any provision or part of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this ____ day of _____ 2024.

ATTEST:

EAST NASSAU STEWARDSHIP DISTRICT

Assistant Secretary / Secretary

Chairman, Board of Supervisors

**EAST NASSAU
STEWARDSHIP DISTRICT**

10

RESOLUTION 2024-23

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT ADOPTING POLICIES GOVERNING USE OF DISTRICT TRAILS AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the East Nassau Stewardship District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 2017-206, Laws of Florida (“Act”), as may be amended, being situated in Nassau County, Florida; and

WHEREAS, the Act authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District desires to implement policies governing the use of certain District-owned trails which have been designated for recreational use (“District Trails”); and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution policies regarding the use of District Trails (the “Trail Use Policy”) for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT:

SECTION 1. The Trail Use Policy, attached hereto as **Exhibit A**, is hereby adopted pursuant to this resolution and shall remain in full force and effect until such time as the Board of Supervisors may amend such policy.

SECTION 2. If any provision or part of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 21st day of March 2024.

ATTEST:

EAST NASSAU STEWARDSHIP DISTRICT

Secretary/Assessment Secretary

Chair, Board of Supervisors

Exhibit A: Trail Use Policy

Exhibit A

EAST NASSAU STEWARDSHIP DISTRICT TRAILS POLICIES

(Adopted _____, 2024)

EAST NASSAU STEWARDSHIP DISTRICT OWNED TRAILS

These trails pass through and along private property. For your own safety and to respect the rights of the property owners please always remain on the trails.

- A. Trails are open from Dawn to Dusk.
- B. These are shared use trails for pedestrians and bicycles **ONLY**.
- C. Use of trails is at users own risk.
- D. Trails and boardwalks may be slippery.
- E. Trails closures must be strictly obeyed.
- F. The bicycle speed limit is 15 mph.
- G. Pets must always be on a leash.
- H. Clean up after your pets.
- I. No trash shall be deposited on the trails.
- J. Do not cause public inconvenience, annoyance, or alarm by making unreasonably loud noise.
- K. Weapons, fires, fireworks, alcohol, smoking, or vaping are strictly prohibited.
- L. No unauthorized vehicles or motorized personal transportation devices on trails.
- M. Do not disturb, approach, or feed the wildlife. Users may encounter Natural Florida Wildlife, deer, snakes, etc.

IN THE EVENT OF AN EMERGENCY CALL 911.

To report concerns or group permits, please contact East Nassau Stewardship District at 877-276-0889 or Community Manager at 904-530-1559.

**EAST NASSAU
STEWARDSHIP DISTRICT**

11

wildlight

57 Homegrown Way Suite 303
Wildlight, FL 32097

Date: March 12, 2024

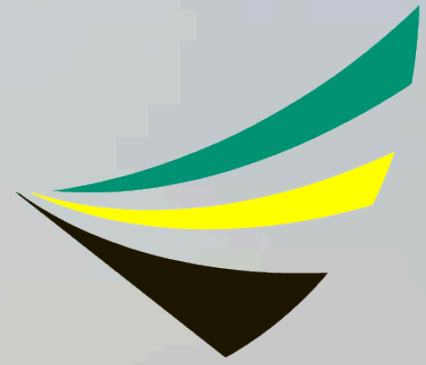
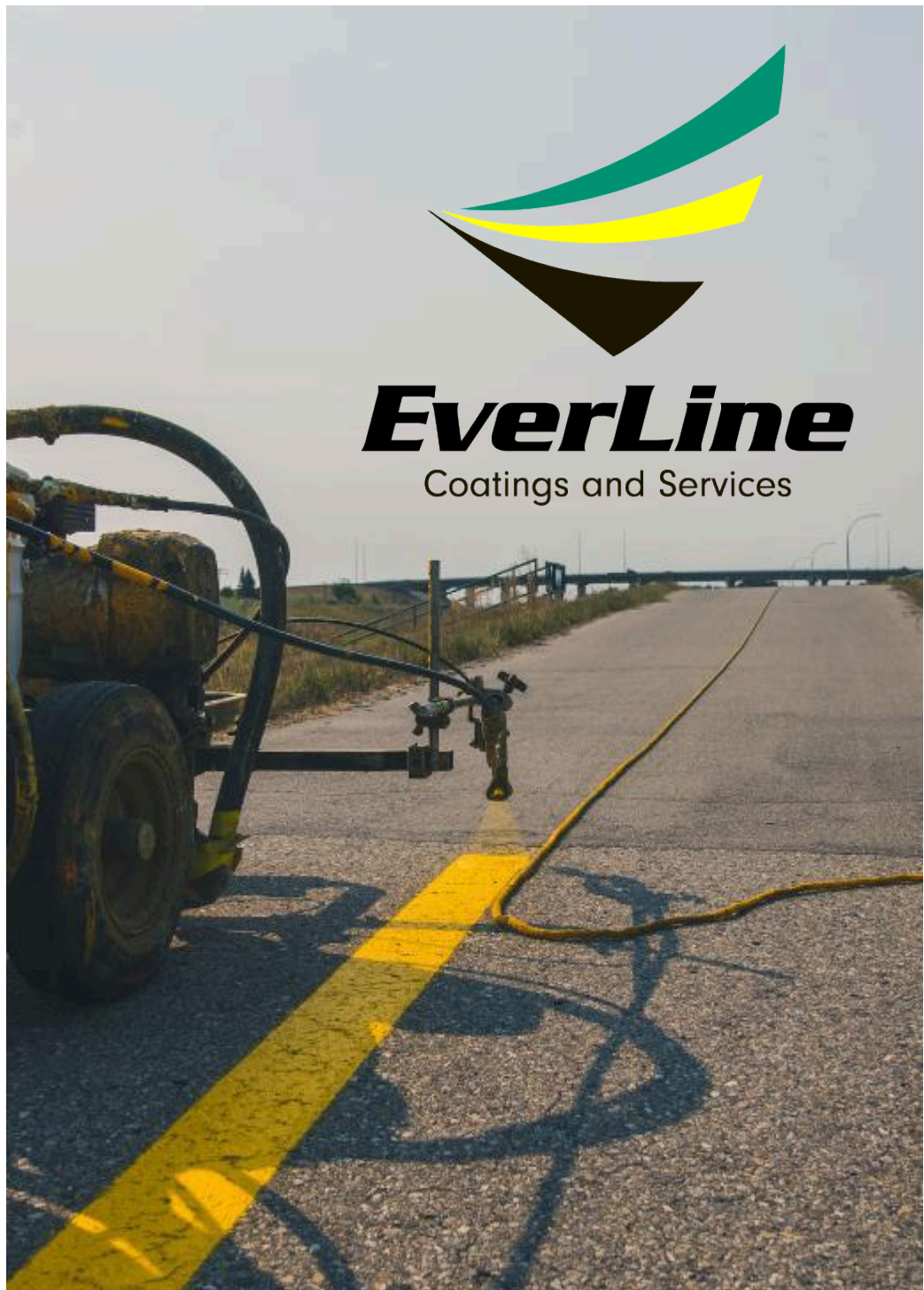
To: ENSD Board of Supervisors

From: Todd Haskett, Field Operations Manager

Re: Speed Hump Installation

As initially discussed at the November meeting and subsequent meetings, residents along Daydream Ave and Sawgrass Dr have requested the installation of speed humps in an effort to slow down traffic on these roads.

We reached out to several contractors for proposals to install the same or similar speed humps as previously installed at various locations within Founders and Forest Park. The following are three proposals for your consideration; however, based on the information provided, staff recommends accepting the proposal from EverLine in the amount of \$4,026.



EverLine

Coatings and Services

RETHINK PAVEMENT MAINTENANCE

**ROGER KINTZ - WILDLIGHT
RESIDENTIAL - SPEED BUMP
INSTALLATION**



EverLine

Coatings and Services

SCOPE OF WORK





PARKING LOT ACCESSORIES & INSTALLATION

Project Location: Insert Location Here

DESCRIPTION	PRICE	QTY	SUBTOTAL
<input type="checkbox"/> Item #1: Service description Supplied by Transcore FL.	\$671	6	\$4,026
Scope of Work: <ul style="list-style-type: none"> - Furnish and install (3) rubber speed bumps, 72" L x 12" W x 2.5" H - Furnish and install (6) end caps, 2 per speed bump section - Furnish and install (32) pins, 8 per speed bump - Locations TBD with on site person 			
<input type="checkbox"/> Item #2: Service description Supplied bu Traffic Store, matching existing on site	\$1,037.85	6	\$6,227.10
Scope of Work: <ul style="list-style-type: none"> - Furnish and install (3) rubber speed bumps, 35.5" L x 19.5" W x 2.1" H, Provided by Traffic Store - Furnish and install (6) end caps, 2 per speed bump section - Furnish and install (32) pins, 8 per speed bump - This option and price includes delivery charges and shipping - Locations TBD with on site person 			



DESCRIPTION	PRICE	QTY	SUBTOTAL
-------------	-------	-----	----------

Service Notes:

-
-
- Highly experienced and enthusiastic staff on site at all times.
- Clean-up done daily and in full upon completion.

TOTAL (INCLUDES GST) **\$0**



AGREEMENT

In order for us to provide the best service at the best possible price, we request our clients assistance in...

- Having work areas clean and free of debris, tools or obstacles before our arrival - This ensures efficient production of our crews.
- Irrigation or sprinkler systems turned off before and during our scheduled visit.
- Adequate lighting turned on for the entirety of our scheduled visit.
- Ensuring the site is a safe working environment (according to OH&S standards) for our team members.

All work will be completed as per the Scope of Work provided to EverLine Coatings.

We are here to work with you! If you are unable to accommodate the above requirements, please let us know before our scheduled visit so we can make necessary adjustments.

If our crews arrive on site and any of the above requirements are not met there may be additional fees charged above the quoted amount.

Please feel free to contact us if you have any questions or if there is anything else we can add to make this a great experience.

We look forward to working with you!

EverLine Coatings

 SIGNATURE
Ron Volkmann

Ron Volkmann | *VP of Operation*

CCMC

 SIGNATURE
Roger Kintz

Roger Kintz |

*For payment we accept Check, ACH, & Wire transfer. We may request 50% down payment. Interest at 2.00% per month (24.00% per annum) will be charged on accounts over 15 Days. **We bill at NET15, if you require NET30 please let us know at time of signing.** Please provide invoicing email & contact information to ronvolkmann@everlinecoatings.com*





1702 Lindsey rd
Jacksonville, Fl. 32221
Ph (904) 781-7060 Fax (904) 619-5011

CGC1523954 CMC1250093 CFC1428601 CCC1329086

Wild Light HOA

Attn:Roger - Management

2 12 23

Re:speed bumps

All Weather Contractors is proposing the following services for the below mentioned prices. Any item not specifically mentioned is subject to a written change order.

- >bring in crew to install (3) new composite speed bumps in locations per management
- >new speed bumps and anchors supplied by property
- >we will remove (2) existing speed bumps and re-install them in locations determined by management -all materials supplied by property
- >clean up job site and haul away debris
- if anything is wanted outside the scope of work above we will show proper authority before pricing

Projects under \$10,000.00 are due on completion. Projects over \$10,000.00 require a 20% mobilization draw followed by 50%, 20% and 10% upon completion (some exceptions apply)
This proposal may be withdrawn at any time.

Payments are considered late 30 days after invoice approval(s) and are subject to 2.0% per month interest plus fees.
Many projects require a Notice to Owner. If you receive such please understand this is not a lien on your property and is merely making the Owner aware of services per Florida Statute.

Total Price 1,485.00

Proposal Signed by _____ **Printed Name** _____

Thank you for your consideration

Scott Haines--C 904.402.6561



Pavement Maintenance, Inc.
P.O. Box 65909
Orange Park, FL 32065

Proposal

Date	Proposal #
2/7/2024	103734b

Customer	
West Tower, 2300 Glades Rd Suite 202E Boca Raton, FL 33431	
Attn To	Roger

Job Name & Address			
Wildlight Speed Humps			
Estimator	Joyce	DOP	

Description	Qty	U/M
Option #1(Install Customer's Rubber Speed Humps) Install Rubber Speed Humps in 3 Locations. Option #1 Total: \$4,500.00 ----- Option #2 (Remove existing 6 Rubber Speed Humps, Install 9 Asphalt Speed Humps) Remove and Haul off existing rubber Speed Humps Construct asphalt speed bumps; 18' Long, 18" Wide and 2.5" High to existing asphalt and compact. Option #2 Total: \$34,500.00 Notes: 1. Work would be scheduled when we are in the area, can be up to 2 months. 2. Minor raveling is considered normal wear and tear of asphalt. 3. Price is based on work to be completed Monday-Friday during normal business hours. 4. Due to current market volatility, prices are good for 30 days.	3	EA
	6	EA
	9	EA

Acceptance Signature			Total \$39,000.00
Phone #	Fax #	E-mail	Terms
904-213-1080	904-213-1134	rogerspm904@comcast.net	

**EAST NASSAU
STEWARDSHIP DISTRICT**

**STAFF
REPORTS D**



CCMC

Now this feels like home.®

March 1, 2024

East Nassau Stewardship District

RE: Operations Report – February 2024
57 Homegrown Avenue, Unit 303
Wildlight, FL 32097

Below, you will find a summary of operation items for February 2024. Please let me know if you have any questions.

GENERAL OPERATIONS/ADMINISTRATIVE

- Dock near St. Clare
 - Jeff Brooks from ETM inspected the dock and surrounding areas and will provide a report to include a plan for correction. Staff is awaiting direction on how to proceed with corrective action.

MAINTENANCE

- Ponds
 - Florida Waterways treated the ponds on 02/23/2024 & 02/29/2024 for shoreline and floating weeds. See Exhibit “A.”
- Roadways
 - Speed humps were inspected on February 6th with no issues noted.
 - Pending approval of speed humps to be installed on Daydream and Sawgrass. Staff reached out to three contractors requesting bids for the installation of three-speed humps. Included within the March agenda package are three proposals associated with the installation of speed humps for consideration.
- Boardwalks, Sidewalks & Trails
 - Staff completed the monthly inspections of all boardwalks, sidewalks, and trails. See Exhibit “B.”
 - Sidewalks were inspected as noted within the attached inspection reports. Currently seeking bids for minor concrete repair/replacement for the mobility trail in Forest Park near Curiosity Ave.

- During a recent community Parkside Chat, several residents raised concerns over the lack of lighting along the boardwalk between Founders and Forest Park. Staff is reaching out to FPL for lighting solutions and pricing. UPDATE: Staff contacted FPL for solutions; however, FPL stated they do not have a product that would be best suited for this particular application. Staff have since contacted an electrician for ideas and pricing, which should be available for the April meeting.
- Drainage Inlets
 - No drainage issues were noted during recent inspections.

LANDSCAPING

- Irrigation Inspections
 - Irrigation inspections were conducted throughout November. Repairs were completed as needed. See Exhibit “C.”
- Landscape Maintenance
 - The Greenery performed routine landscape maintenance throughout the common areas with no issues noted. Roger Kintz and Zach from The Greenery completed weekly inspections of all areas, noting any deficiencies and a timeline to correct them. See Exhibit “D.”

Should you have any questions regarding this report, please contact thaskett@ccmcnet.com.

Sincerely,

CCMC

Todd Haskett, CMCA, AMS, PCAM
Field Operations Manager
Email: thaskett@ccmcnet.com

EXHIBIT "A"

Florida Waterways – February 2024 Pond Maintenance Reports



Customer Service Report

Customer: Wildlight
 Customer ID: J19267
 Field Biologist: Paul Mosteller and Justin Condon

Date of Visit: 2/16/2024
 Weather: 70 °F High
0% ☁

Waterway and Ditch Treatments

Site	2	3	4	5	6	7									
Algae		x													
Submersed Weeds															
Shoreline Grasses & Brush															
Floating Weeds															
Mosquito Larvicide															
Pond Dye															
Inspection	x		x		x										
Debris Removal				x		x									

Comments: Wildlight was visited on February 16. Pond 3 was treated for algae. Trash was removed on ponds 5 and 7. Ponds 2, 4, and 6 were inspected.

Carp Program
 Carp Observed
 Barriers Inspected

Flow
 None
 Slight
 Visible

Water Clarity
 < 1'
 1-2'
 2-4'
 >4'

Water Levels
 High
 Normal
 Low

Fish/Wildlife Observations

- | | | | | |
|---|---|---|---|---|
| <input checked="" type="checkbox"/> Bass | <input type="checkbox"/> Anhinga | <input type="checkbox"/> Woodstork | <input checked="" type="checkbox"/> Turtles | <input type="checkbox"/> Other Species: _____ |
| <input checked="" type="checkbox"/> Bream | <input checked="" type="checkbox"/> Cormorant | <input checked="" type="checkbox"/> Ducks | <input type="checkbox"/> Snakes | _____ |
| <input type="checkbox"/> Catfish | <input type="checkbox"/> Egrets | <input type="checkbox"/> Osprey | <input type="checkbox"/> Alligator | _____ |
| <input type="checkbox"/> Gambusia | <input type="checkbox"/> Herons | <input type="checkbox"/> Ibis | <input type="checkbox"/> Frogs | _____ |

Native/Beneficial Vegetation Noted

- | | | | |
|---------------------------------------|---------------------------------------|-----------------------------------|--|
| <input type="checkbox"/> Arrowhead | <input type="checkbox"/> Bulrush | <input type="checkbox"/> Lotus | <input type="checkbox"/> Slender Spikerush |
| <input type="checkbox"/> Cordgrass | <input type="checkbox"/> Lily | <input type="checkbox"/> Chara | <input type="checkbox"/> Blue Flag Iris |
| <input type="checkbox"/> Bacopa | <input type="checkbox"/> Golden Canna | <input type="checkbox"/> Naiad | <input type="checkbox"/> Bladderwort |
| <input type="checkbox"/> Pickerelweed | <input type="checkbox"/> Spadderdock | <input type="checkbox"/> Eelgrass | <input type="checkbox"/> Pondweed |

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.



Customer Service Report

Customer: Wildlight
Customer ID: J19267
Field Biologist: Paul Mosteller and Justin Condon

Date of Visit: 2/16/2024
Weather: 70 °F High
0% ☁️



Pond 03



Pond 04



Pond 05



Pond 07

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.



CUSTOMER SERVICE REPORT

Customer: Wildlight
 Customer ID: J19267
 Field Biologist: Paul Mosteller

Date of Visit: 2/29/2024
 Weather: 65 °F High
0% ☁

WATERWAY AND DITCH TREATMENTS

Site	1	8	9	10	11	12									
Algae															
Submersed Weeds															
Shoreline Grasses & Brush		x	x												
Floating Weeds		x													
Mosquito Larvicide															
Pond Dye															
Inspection					x										
Debris Removal	x	x		x		x									

COMMENTS: Pond 8 was treated for shoreline weeds and floating weeds, pond 9 was treated for shoreline weeds, trash was removed from ponds 1, 8, 10, and 12.

CARP PROGRAM

- Carp Observed
- Barriers Inspected

FLOW

- None
- Slight
- Visible

WATER CLARITY

- < 1'
- 2-4'
- 1-2'
- >4'

WATER LEVELS

- High
- Normal
- Low

FISH/WILDLIFE OBSERVATIONS

- | | | | | |
|---|------------------------------------|---|---|---|
| <input checked="" type="checkbox"/> Bass | <input type="checkbox"/> Anhinga | <input type="checkbox"/> Woodstork | <input checked="" type="checkbox"/> Turtles | <input type="checkbox"/> Other Species: _____ |
| <input checked="" type="checkbox"/> Bream | <input type="checkbox"/> Cormorant | <input checked="" type="checkbox"/> Ducks | <input type="checkbox"/> Snakes | _____ |
| <input type="checkbox"/> Catfish | <input type="checkbox"/> Egrets | <input type="checkbox"/> Osprey | <input type="checkbox"/> Alligator | _____ |
| <input type="checkbox"/> Gambusia | <input type="checkbox"/> Herons | <input type="checkbox"/> Ibis | <input type="checkbox"/> Frogs | _____ |

NATIVE/BENEFICIAL VEGETATION NOTED

- | | | | |
|--|---|---|--|
| <input checked="" type="checkbox"/> Arrowhead | <input checked="" type="checkbox"/> Bulrush | <input type="checkbox"/> Lotus | <input type="checkbox"/> Slender Spikerush |
| <input checked="" type="checkbox"/> Cordgrass | <input checked="" type="checkbox"/> Lily | <input type="checkbox"/> Chara | <input type="checkbox"/> Blue Flag Iris |
| <input checked="" type="checkbox"/> Bacopa | <input type="checkbox"/> Golden Canna | <input checked="" type="checkbox"/> Naiad | <input type="checkbox"/> Bladderwort |
| <input checked="" type="checkbox"/> Pickerelweed | <input type="checkbox"/> Spadderdock | <input type="checkbox"/> Eelgrass | <input type="checkbox"/> Pondweed |

DID YOU KNOW? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.



CUSTOMER SERVICE REPORT

Customer: Wildlight
Customer ID: J19267
Field Biologist: Paul Mosteller

Date of Visit: 2/29/2024
Weather: 65 °F High
0% ☁



Pond 01



Pond 09



Pond 10



Pond 11

DID YOU KNOW? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

Exhibit "B"

Boardwalk & Trail Inspection Reports February 2024

Wildlight Boardwalk & Trail Safety Checklist

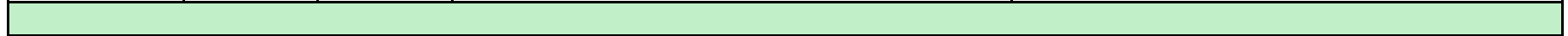
Minimum Frequency - Monthly

Inspection Date:	2/21/2024
Inspector:	Roger Kintz
Location:	Concrete Sidewalk Along ST RD 200 Inspection



Boardwalks

Needs Work	OK			Notes
	Ok		Handrails are in good repair	
	OK		No cracked or broken boards	
	Ok		No exposed/raised fasteners	
	Ok		Surfaces are splinter free	
	Ok		Surfaces are clean & free of trip hazards	
	Ok		Smooth transition between boardwalk and trail surface	
	Ok		Waste receptacles emptied	
	Ok		Warning signs in place	
	Ok		Surrounding vegetation clear of boardwalk	



Trails

Needs Work	OK	N/A		Notes
	Issue	In Progress.	Surface material in good repair & free of trip hazards	raised area of blacktop on Wildlight Ext just past Curiosity
	Ok		Surface is weed and debris free	
	Ok		Transition areas are smooth & free of trip hazards	
	Ok		Free of damage & major cracks	
	Ok		Shrubs & trees provide adequate clearance	
	Ok		Concrete surfaces are clean	
	Ok		Surfaces are free of standing water	
	Ok		Irrigation system does not overspray onto trail	



For all items marked as "Needs Work", include pictures of all deficiencies and a correction timeline within the notes section.

Wildlight Boardwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	2/21/2024
Inspector:	Roger Kintz
Location:	Dock At Whistling Duck Inspection



Boardwalks

Needs Work	OK		Notes
	Ok		Handrails are in good repair
	OK		No cracked or broken boards
	Ok		No exposed/raised fasteners
	Ok		Surfaces are splinter free
	Ok		Surfaces are clean & free of trip hazards
	OK		Smooth transition between boardwalk and trail surface
	Ok		Waste receptacles emptied
	Ok		Warning signs in place
	Ok		Surrounding vegetation clear of boardwalk



Trails

Needs Work	OK		Notes
	Ok		Surface material in good repair & free of trip hazards
	Ok		Surface is weed and debris free
	Ok		Transition areas are smooth & free of trip hazards
	Ok		Free of damage & major cracks
	Ok		Shrubs & trees provide adequate clearance
	Ok		Concrete surfaces are clean
	Ok		Surfaces are free of standing water
	Ok		Irrigation system does not overspray onto trail



For all items marked as "Needs Work", include pictures of all deficiencies and a correction timeline within the notes section.

Wildlight Boardwalk & Trail Safety Checklist

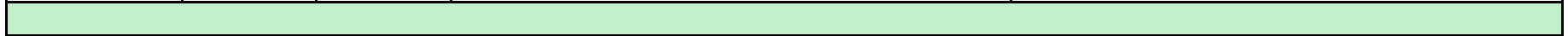
Minimum Frequency - Monthly

Inspection Date:	2/21/2024
Inspector:	Roger Kintz
Location:	Foret Park . Founders Park Mobility Tr



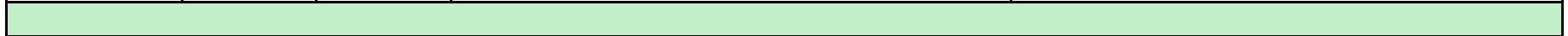
Boardwalks

	OK			Notes
	OK		Handrails are in good repair	
	OK		No cracked or broken boards	
	Ok		No exposed/raised fasteners	
	Ok		Surfaces are splinter free	
	Ok		Surfaces are clean & free of trip hazards	
	Ok		Smooth transition between boardwalk and trail surface	
	Ok		Waste receptacles emptied	
	Ok		Warning signs in place	
	Ok		Surrounding vegetation clear of boardwalk	



Trails

	OK	N/A		Notes
Needs Work	Ok		Surface material in good repair & free of trip hazards	
	Ok		Surface is weed and debris free	
	Issue		Transition areas are smooth & free of trip hazards	2 Concrete slabs cracked and sinking. Work Order in Progress
	Ok		Free of damage & major cracks	
	Ok		Shrubs & trees provide adequate clearance	
	Ok		Concrete surfaces are clean	
	Ok		Surfaces are free of standing water	
			Irrigation system does not overspray onto trail	



For all items marked as "Needs Work", include pictures of all deficiencies and a correction timeline within the notes section.

Wildlight Boardwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	2/21/2024
Inspector:	Roger Kintz
Location:	Gravel Trails Around Whistling Duck Inspection



Boardwalks

Needs Work	OK			Notes
	Ok		Handrails are in good repair	
	OK		No cracked or broken boards	
	Ok		No exposed/raised fasteners	
	Ok		Surfaces are splinter free	
	Ok		Surfaces are clean & free of trip hazards	
	Ok		Smooth transition between boardwalk and trail surface	
	Ok		Waste receptacles emptied	
	Ok		Warning signs in place	
	Ok		Surrounding vegetation clear of boardwalk	



Trails

Needs Work	OK	N/A		Notes
	OK		Surface material in good repair & free of trip hazards	
	Ok		Surface is weed and debris free	
	Ok		Transition areas are smooth & free of trip hazards	
	Ok		Free of damage & major cracks	
	Ok		Shrubs & trees provide adequate clearance	
	Ok		Concrete surfaces are clean	
	Ok		Surfaces are free of standing water	
	Ok		Irrigation system does not overspray onto trail	



For all items marked as "Needs Work", include pictures of all deficiencies and a correction timeline within the notes section.

Wildlight Boardwalk & Trail Safety Checklist

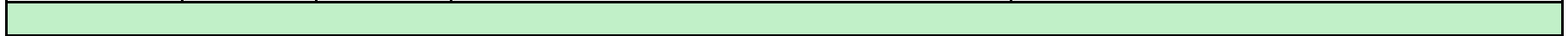
Minimum Frequency - Monthly

Inspection Date:	2/21/2024
Inspector:	Roger Kintz
Location:	Gravel Trail Behind Water Bug Park.Inspection.



Boardwalks

Needs Work	OK			Notes
	Ok		Handrails are in good repair	
	OK		No cracked or broken boards	
	Ok		No exposed/raised fasteners	
	Ok		Surfaces are splinter free	
	Ok		Surfaces are clean & free of trip hazards	
	Ok		Smooth transition between boardwalk and trail surface	
	Ok		Waste receptacles emptied	
	Ok		Warning signs in place	
	Ok		Surrounding vegetation clear of boardwalk	



Trails

Needs Work	OK	N/A		Notes
	Issue	In Progress.	Surface material in good repair & free of trip hazards	raised area of blacktop on Wildlight Ext just past Curiosity
	Ok		Surface is weed and debris free	
	Ok		Transition areas are smooth & free of trip hazards	
	Ok		Free of damage & major cracks	
	Ok		Shrubs & trees provide adequate clearance	
	Ok		Concrete surfaces are clean	
	Ok		Surfaces are free of standing water	
	Ok		Irrigation system does not overspray onto trail	



For all items marked as "Needs Work", include pictures of all deficiencies and a correction timeline within the notes section.

Wildlight Boardwalk & Trail Safety Checklist

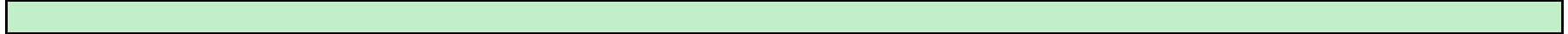
Minimum Frequency - Monthly

Inspection Date:	2/21/2024
Inspector:	Roger Kintz
Location:	Wildlight Pioneer Park Docks.



Boardwalks

Needs Work	OK	Fixed	Description	Notes
	Issue	Fixed	Handrails are in good repair	Loose cables.
	OK		No cracked or broken boards	
	Issue	Fixed	No exposed/raised fasteners	Loose Stanchions
	Ok		Surfaces are splinter free	
	Ok		Surfaces are clean & free of trip hazards	
	OK		Smooth transition between boardwalk and trail surface	
	Ok		Waste receptacles emptied	
	Ok		Warning signs in place	
	Ok		Surrounding vegetation clear of boardwalk	



Trails

Needs Work	OK	N/A	Description	Notes
	Ok		Surface material in good repair & free of trip hazards	
	Ok		Surface is weed and debris free	
	Ok		Transition areas are smooth & free of trip hazards	
	Ok			
	Ok		Shrubs & trees provide adequate clearance	
	Ok		Concrete surfaces are clean	
	Ok		Surfaces are free of standing water	
	Ok		Irrigation system does not overspray onto trail	



For all items marked as "Needs Work", include pictures of all deficiencies and a correction timeline within the notes section.

Wildlight Boardwalk & Trail Safety Checklist

Minimum Frequency - Monthly

Inspection Date:	2/21/2024
Inspector:	Roger Kintz
Location:	Dock behind St Clares



Boardwalks

Needs Work	OK			Notes
	Ok		Handrails are in good repair	
	OK		No cracked or broken boards	
	Ok		No exposed/raised fasteners	
	Ok		Surfaces are splinter free	
	Ok		Surfaces are clean & free of trip hazards	
X	X		Smooth transition between boardwalk and trail surface	Erosion Issue. ENSD sent Engineer out to look in Jan.
	Ok		Waste receptacles emptied	
	Ok		Warning signs in place	
	Ok		Surrounding vegetation clear of boardwalk	



Trails

Needs Work	OK			Notes
	Ok		Surface material in good repair & free of trip hazards	
	Ok		Surface is weed and debris free	
	Ok		Transition areas are smooth & free of trip hazards	
	Ok		Free of damage & major cracks	
	Ok		Shrubs & trees provide adequate clearance	
	Ok		Concrete surfaces are clean	
	Ok		Surfaces are free of standing water	
	Ok		Irrigation system does not overspray onto trail	



For all items marked as "Needs Work", include pictures of all deficiencies and a correction timeline within the notes section.

Exhibit "C"

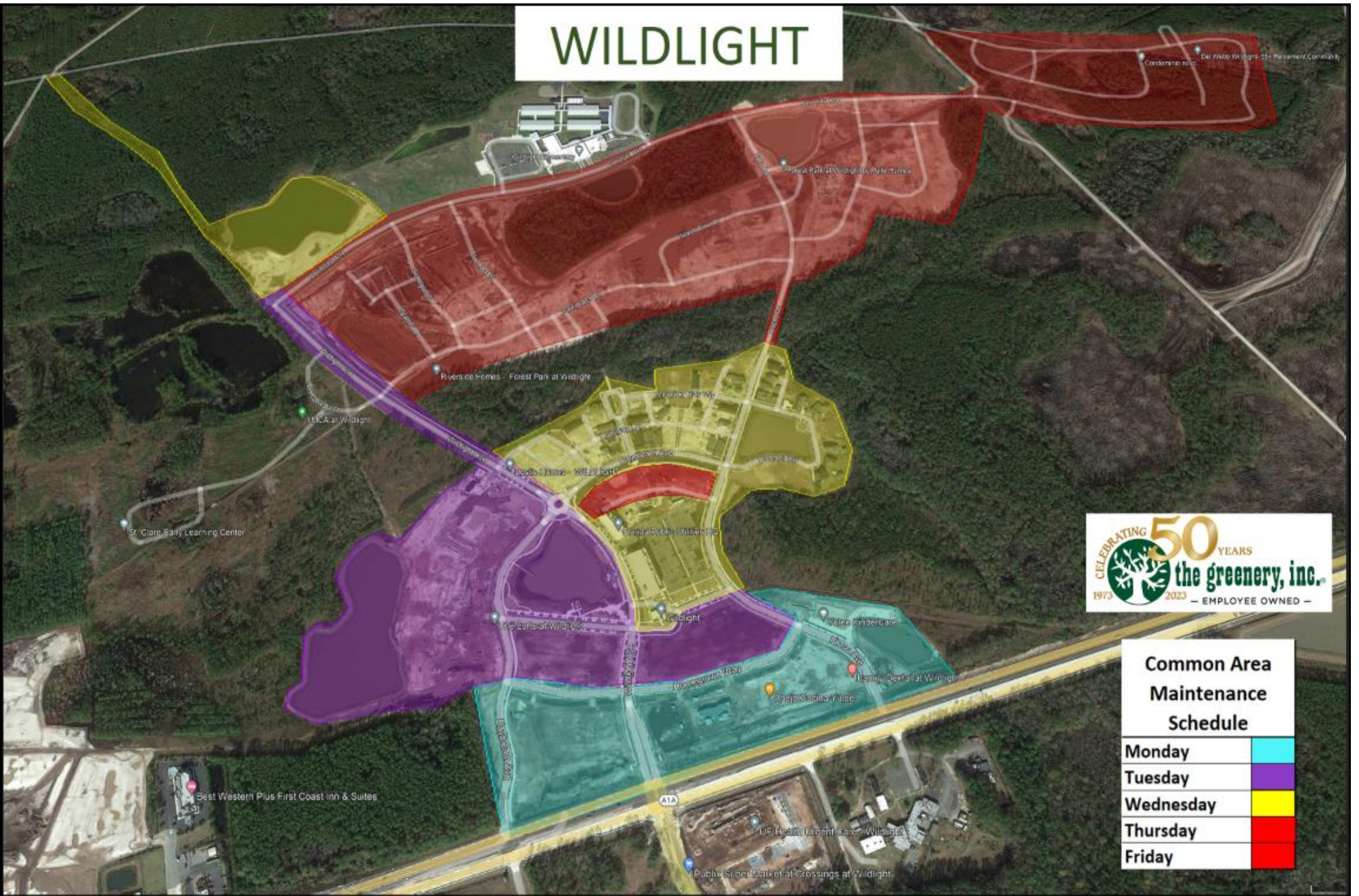
The Greenery – February 2024 Irrigation Reports

EXHIBIT "D"

The Greenery – February 2024 Landscape Maintenance Reports

Landscape Maintenance Schedule

WIDLIGHT



Common Area Maintenance Schedule	
Monday	Cyan
Tuesday	Purple
Wednesday	Yellow
Thursday	Red
Friday	Red

MAINTENANCE UPDATE

PUNCH ITEMS - Completed this week

Area	Type	Description	Follow-up
Common Area	Weeds	Commercial parking lot area	
Common Area	Weeds	Trash and weeds at Julep Park	
Common Area	Weeds	Crack weeds at Dog Trot and Waterbug Park	
Common Area	Weeds	Weeds at Rayonier pond bank	
Common Area	Weeds	Crack weeds at Waterbug park	
Common Area	Shrubs	Palm fronds at 217 Daydream and Buttonwood Loop	
Townhomes	Weeds	Under roses at 225 Daydream	
Townhomes	Weeds	Weeds and debris at 209 Daydream	
Townhomes	Weeds	262 Daydream	
Common Area	Plant Health Care	check magnolia tree health along Wildlight extension	
Common Area	Irrigation	Pulte model home park - mainline break?	
Common Area	Irrigation	Crosstown - mainline break?	
Common Area	Weeds	Bioswale	
Common Area	Mowing	Ferns in palms at corner of Floco and Ponder	

PUNCH ITEMS - OPEN

Area	Type	Description	Follow-up
Townhomes	Irrigation	251 & 221 Water meter cover	
Townhomes	Irrigation	Townhomes - 205 Wildlight Ave broken box	
Common Area	Irrigation	Rain sensor knocked over at Office condo	
Common Area	Irrigation	Corner of Daydream and Homegrown	Found valve, but no pressure. Check for breaks along the lines
Common Area	Irrigation	Check turf at Ponder Cir monument sign	Irrigation break, need to replace along with Ponder park
Common Area	Irrigation	Broken line and weeping heads at Rayonier parking island	
Common Area	Irrigation	Check rain sensors (Clock at Forest Park reported running during rain)	
Common Area	Irrigation	Broken bubbler at bio swale by 262 Daydream	
Common Area	Shrubs	Missing Magnolia on Extension	
Common Area	Shrubs	Leaning trees down Crosstown	
Common Area	Shrubs	Dead palm at extension	
Common Area	Shrubs	Leaning palm at Hammock	
Common Area	Plant Health Care	Ponder Cir park turf	What is your preference to schedule?
Townhomes	Shrubs	Come up with better shrubs than plumbagos - 244 Daydream	Need to propose
Common Area	Plant Health Care	Leaning tree on curiosity, homegrown, salt marsh loop	
Common Area	Enhancement opp	Island damage by condos	Need to propose
Common Area	Weeds	Weedeat fence line behind Lofts apts	
Common Area	Mowing	Need to rake out ADA mulch beds at Waterbug and Hammcok Park	
Common Area	Mowing	Suckers and guide wires on trees at Office condo	

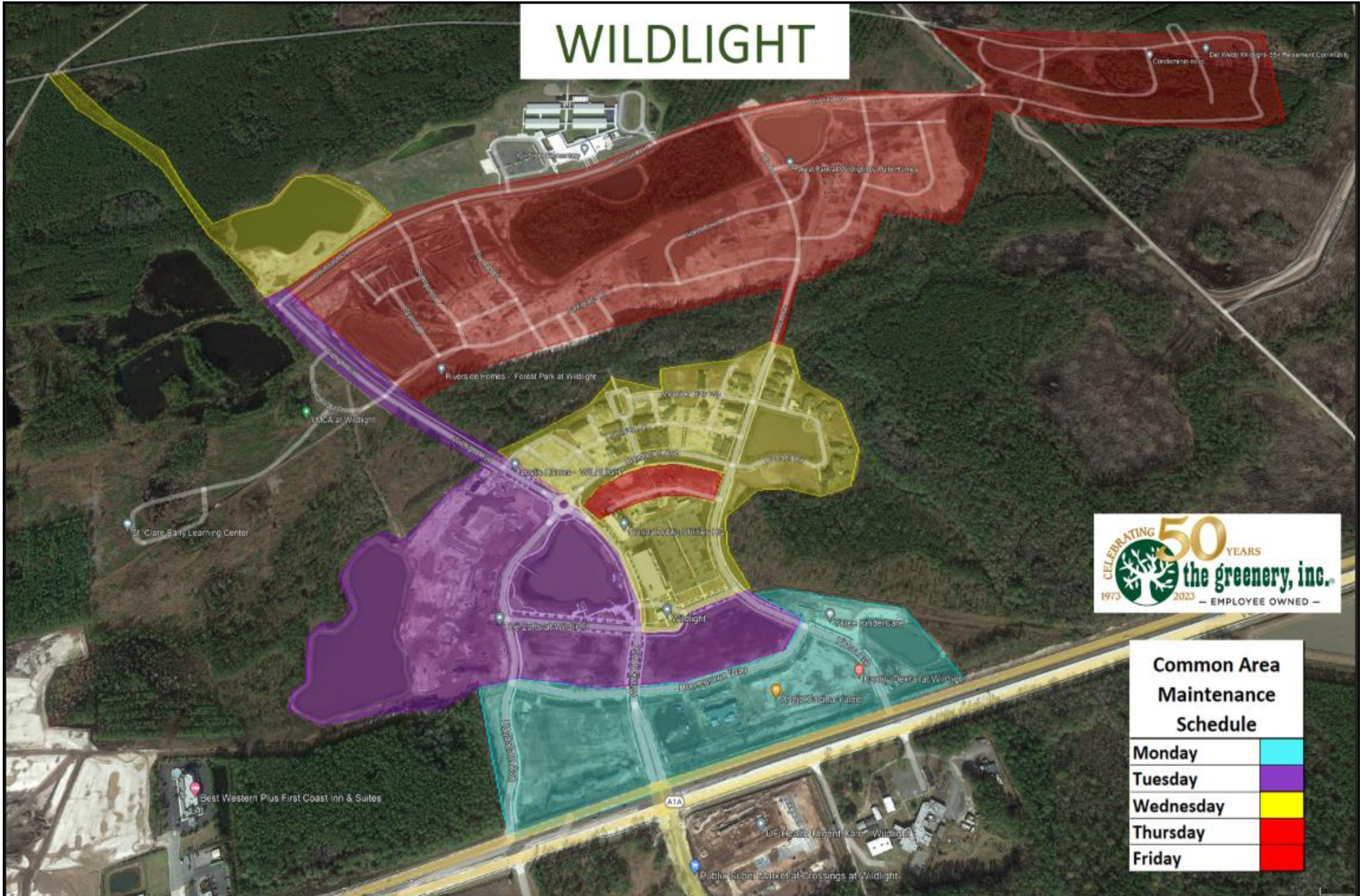
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	Proposal delivered. Waiting on reply
	Work not approved (declined)
	Work approved. Ones with completed date are finished

ENHANCEMENT OPPORTUNITIES/PROPOSALS

Opportunity #	Property Name	Opportunity Name	Opp Status	Estimated \$	Created Date	Complete Date	Lost Date
ESTIMATING							
		Crepe myrtles at walkway between townhomes?					
		Drainage for beds on North side of Curiosity past school					
DELIVERED							
59097		River birch Replant	Delivered	\$ 268	20-Oct		
58988		Irrigation at parallel parking spots by office condos.	Delivered	\$ 1,363	13-Oct		
58322		Bocee Ball synthetic turf option	Delivered	\$ 21,420	29-Sep		
58160	Wildlight Residential Association Tow	Sod replacement Front Yard 201 Daydream	Delivered	\$ 7,657	09/27/23		
58149	Wildlight Residential Association	Drainage Install Along Sidewalk by Forest Park Pond	Delivered	\$ 8,123	09/26/23	verbal	
58152	Wildlight Residential Association	Sod Replacement in Front of Pulte Models	Delivered	\$ 7,766	09/26/23		
58051	Crosstown at Wildlight	Crosstown Improvements	Delivered	\$ 22,582	09/25/23	verbal	
56567	Wildlight Waterbug Park	Washout Behind TV Wall	Delivered	\$ 3,955	08/18/23		
56158	Wildlight Residential Association Tow	Labor for Sod Install in Front of 222	Delivered	\$ 2,010	08/08/23		
56156	Wildlight Residential Association	Islands in Mobility Trail Park Replanting	Delivered	\$ 5,636	08/08/23		
56155	Wildlight Residential Association	Entrance to Mobility Trail Replanting	Delivered	\$ 3,290	08/08/23		
56153	Wildlight Residential Association	Julep Park Cord Grass Addition	Delivered	\$ 555	08/08/23		
56044	Wildlight Waterbug Park	Waterbug Game Park Drainage Install	Delivered	\$ 19,495	08/07/23		
52823	Wildlight Commercial Association	Irrigation Repairs at New Office Condos	Delivered	\$ 1,363	05/10/23		
LOST							
56656	Wildlight Residential Association Tow	Dog trot and Buttonwood loop Sod	Lost	\$ 5,778	08/22/23		
56161	Mark McHugh	Hardwood Mulch	Lost	\$ 2,490	08/08/23		
56160	Mark McHugh	Pinestraw	Lost	\$ 1,570	08/08/23		
56159	Wildlight Residential Association Tow	Labor for Sod Install in Front of 217	Lost	\$ 1,005	08/08/23		
56043	Wildlight Waterbug Park	Bocce Ball Court Replacement	Lost	\$ 34,121	08/07/23		
58059	Wildlight Curiosity Ave Enhancement	Repair Current Mainline Break	Lost	\$ 1,600	09/26/23		
WON							
58262	Skinner Wildlight Office Condos	Wildlight office condos-drainage	Won	\$ 5,967	09/28/23		
58146	Wildlight Residential Association	Ponder Cir Controller Decoder Replacement	Won	\$ 860	09/26/23		
58151	Wildlight Residential Association	Crepe Myrtle Replacement	Won	\$ 525	09/26/23		
56154	Wildlight Residential Association	Washingtonia Palm Replacement at Buttonwood	Won	\$ 790	08/08/23		
58161	Wildlight, LLC	Bush Hogging Parcels on Tinker	Won	\$ 1,175	09/27/23		
58060	Wildlight Curiosity Ave Enhancement	Moving Mainline and Wiring	Won	\$ 17,420	09/26/23		
56657	Wildlight Residential Association	Dog trot and Buttonwood loop Sod	Won	\$ -	08/22/23		

Landscape Maintenance Schedule

WIDLIGHT



Common Area Maintenance Schedule

Monday	Light Blue
Tuesday	Purple
Wednesday	Yellow
Thursday	Red
Friday	Dark Red

MAINTENANCE UPDATE

PUNCH ITEMS - Completed this week

Area	Type	Description	Follow-up
Common Area	Irrigation	Rain sensor knocked over at Office condo	
Common Area	Irrigation	Broken line and weeping heads at Rayonier parking island	
Common Area	Irrigation	Check rain sensors (Clock at Forest Park reported running during rain)	
Common Area	Irrigation	Broken bubbler at bio swale by 262 Daydream	
Common Area	Shrubs	Leaning palm at Hammock	
Common Area	Weeds	Weedeat fence line behind Lofts apts	

PUNCH ITEMS - OPEN

Area	Type	Description	Follow-up
Townhomes	Irrigation	251 & 221 Water meter cover	
Townhomes	Irrigation	Townhomes - 205 Wildlight Ave broken box	
Common Area	Irrigation	Corner of Daydream and Homegrown	Found valve, but no pressure. Check for breaks along the lines
Common Area	Irrigation	Check turf at Ponder Cir monument sign	Irrigation break, need to replace along with Ponder park
Common Area	Shrubs	Missing Magnolia on Extension	
Common Area	Shrubs	Leaning trees down Crosstown	
Common Area	Shrubs	Dead palm at extension	
Common Area	Plant Health Care	Ponder Cir park turf	What is your preference to schedule?
Townhomes	Shrubs	Come up with better shrubs than plumbagos - 244 Daydream	Need to propose
Common Area	Plant Health Care	Leaning tree on curiosity, homegrown, salt marsh loop	
Common Area	Enhancement opp	Island damage by condos	Need to propose
Common Area	Mowing	Need to rake out ADA mulch beds at Waterbug and Hammock Park	
Common Area	Mowing	Suckers and guide wires on trees at Office condo	
Common Area	Weeds	Vines in ornamental grasses at publix berm	
Common Area	Shrubs	Finish trimming bio swale while dry	
Common Area	Irrigation	Apparent break at Floco and Ponder Cir. Area flagged behind storm drain	
Common Area	Weeds	Ponder Cir park	
Common Area	Shrubs	Tree stakes on pines - mobility trail by school and Curiosity ave by del webb	
Common Area	Weeds	Tree rings down mobility trail between Sawgrass and Curiosity	
Common Area	Shrubs	Suckers in Crepe Myrtle at mobility trail	
Common Area	Irrigation	Wildlight ext - irrigation top is missing on one box. Left side before Hathway	
Common Area	Shrubs	Need to clean up beds on Curiosity at intersections of Floco and Muhly	Need to scrape sod and propose drainage

MAINTENANCE UPDATE

PUNCH ITEMS - HISTORICAL (1 month trailing)

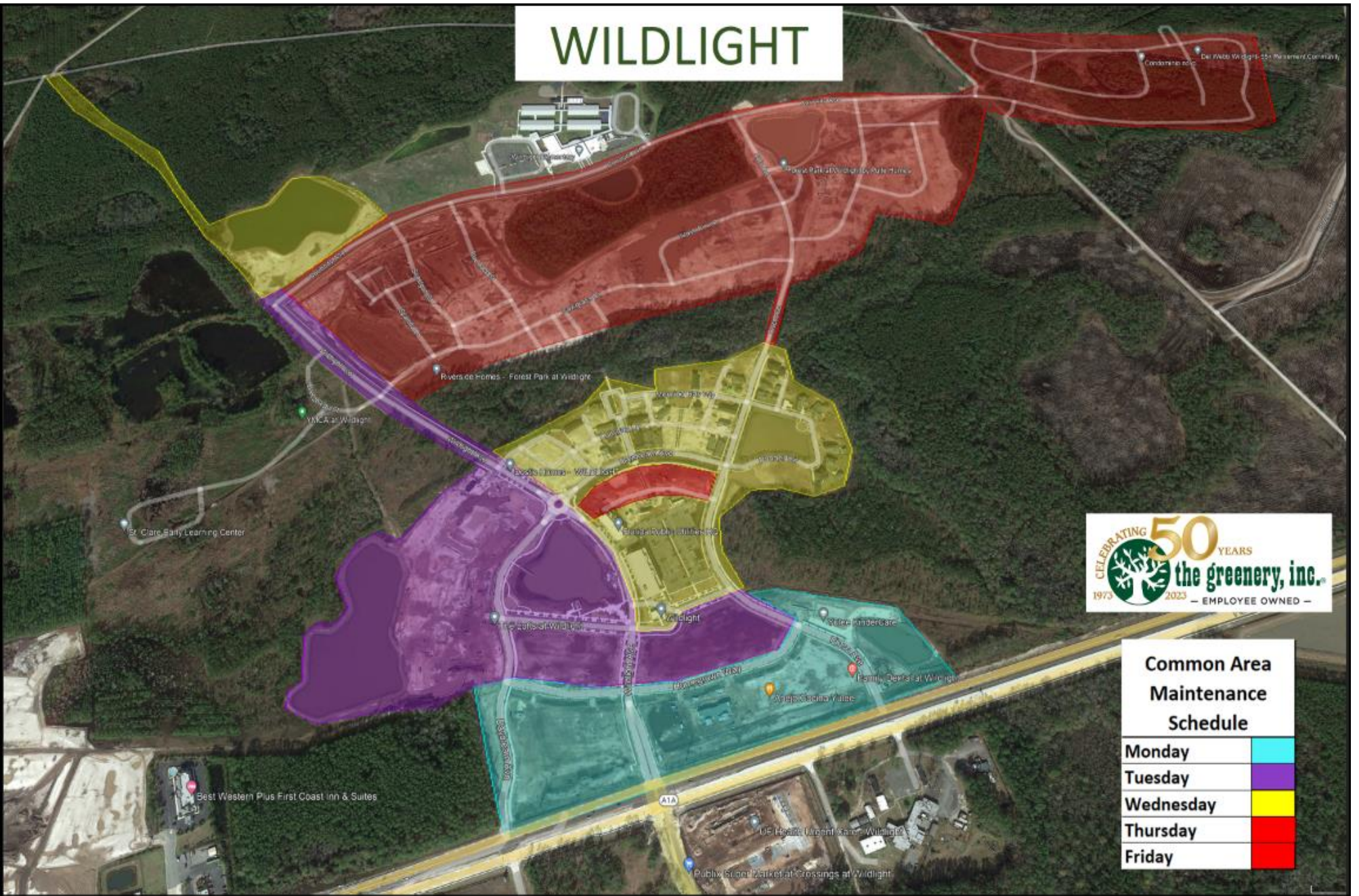
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Townhomes	Weeds	Under roses at 225 Daydream	
Townhomes	Weeds	Weeds and debris at 209 Daydream	
Townhomes	Weeds	262 Daydream	
Common Area	Plant Health Care	check magnolia tree health along Wildlight extension	
Common Area	Irrigation	Pulte model home park - mainline break?	
Common Area	Irrigation	Crosstown - mainline break?	
Common Area	Weeds	Bioswale	
Common Area	Mowing	Ferns in palms at corner of Floco and Ponder	

	Working on proposal. Not yet submitted.
	Proposal delivered. Waiting on reply
	Work not approved (declined)
	Work approved. Ones with completed date are finished

ENHANCEMENT OPPORTUNITIES/PROPOSALS

Opportunity #	Property Name	Opportunity Name	Opp Status	Estimated \$	Created Date	Complete Date	Lost Date
ESTIMATING							
		Crepe myrtles at walkway between townhomes?					
		Drainage for beds on North side of Curiosity past school					
DELIVERED							
59097		River birch Replant	Delivered	\$ 268	20-Oct		
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56155	Wildlight Residential Association	Entrance to Mobility Trail Replanting	Delivered	\$ 3,290	08/08/23		
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56657	Wildlight Residential Association	Dog trot and Buttonwood loop Sod	Won	\$ -	08/22/23		

Landscape Maintenance Schedule



MAINTENANCE UPDATE

PUNCH ITEMS - Completed this week

Area	Type	Description	Follow-up
Common Area	Shrubs	Tree stakes on pines - mobility trail by school and Curiosity ave by del webb	
Common Area	Weeds	Tree rings down mobility trail between Sawgrass and Curiosity	
Common Area	Shrubs	Suckers in Crepe Myrtle at mobility trail	
Common Area	Weeds	In Waterbug Park and Pool	
Common Area	Shrubs	In Waterbug Park and Pool	

PUNCH ITEMS - OPEN

Area	Type	Description	Follow-up
Townhomes	Irrigation	Townhomes - 205 Wildlight Ave broken box	
Common Area	Irrigation	Corner of Daydream and Homegrown	Found valve, but no pressure. Check for breaks along the lines
Common Area	Irrigation	Check turf at Ponder Cir monument sign	Irrigation break, need to replace along with Ponder park
Common Area	Shrubs	Missing Magnolia on Extension	
Common Area	Shrubs	Leaning trees down Crosstown	
Common Area	Shrubs	Dead palm at extension	
Common Area	Plant Health Care	Ponder Cir park turf	What is your preference to schedule?
Townhomes	Shrubs	Come up with better shrubs than plumbagos - 244 Daydream	Need to propose
Common Area	Plant Health Care	Leaning tree on curiosity, homegrown, salt marsh loop	
Common Area	Enhancement opp	Island damage by condos	Need to propose
Common Area	Mowing	Need to rake out ADA mulch beds at Waterbug and Hammcok Park	
Common Area	Mowing	Suckers and guide wires on trees at Office condo	
Common Area	Weeds	Vines in ornamental grasses at publix berm	
Common Area	Shrubs	Finish trimming bio swale while dry	
Common Area	Irrigation	Apparent break at Floco and Ponder Cir. Area flagged behind storm drain	
Common Area	Weeds	Ponder Cir park	
Common Area	Irrigation	Wildlight ext - irrigation top is missing on one box. Left side before Hathway	
Common Area	Weeds	Crosstown - in roses and pavers of roundabouts	
Common Area	Mowing	Trash in beds at Crosstown, especially by kayak launch	
Common Area	Weeds	Curiosity - by muhly grass and across from Hammock Park	
Townhomes	Irrigation	Bubbler by palm tree on Wildlight Ave needs to be buried or cut back	
Common Area	Irrigation	Valve covers off at Crosstown. If working on, we need to cover back up EOD	
Common Area	Mowing	Weeds in bahia swales along Curiosity by school	
Common Area	Shrubs	Need to clean up beds on Curiosity at intersections of Floco and Muhly	Need to scrape sod and propose drainage

PUNCH ITEMS - HISTORICAL (1 month trailing)

Area	Type	Description	Follow-up
------	------	-------------	-----------

MAINTENANCE UPDATE

Common Area	Weeds	Commercial parking lot area	
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Common Area	Irrigation	Pulte model home park - mainline break?	
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Common Area	Weeds	Bioswale	
Common Area	Mowing	Ferns in palms at corner of Floco and Ponder	
Common Area	Irrigation	Rain sensor knocked over at Office condo	
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Common Area	Shrubs	Leaning palm at Hammock	
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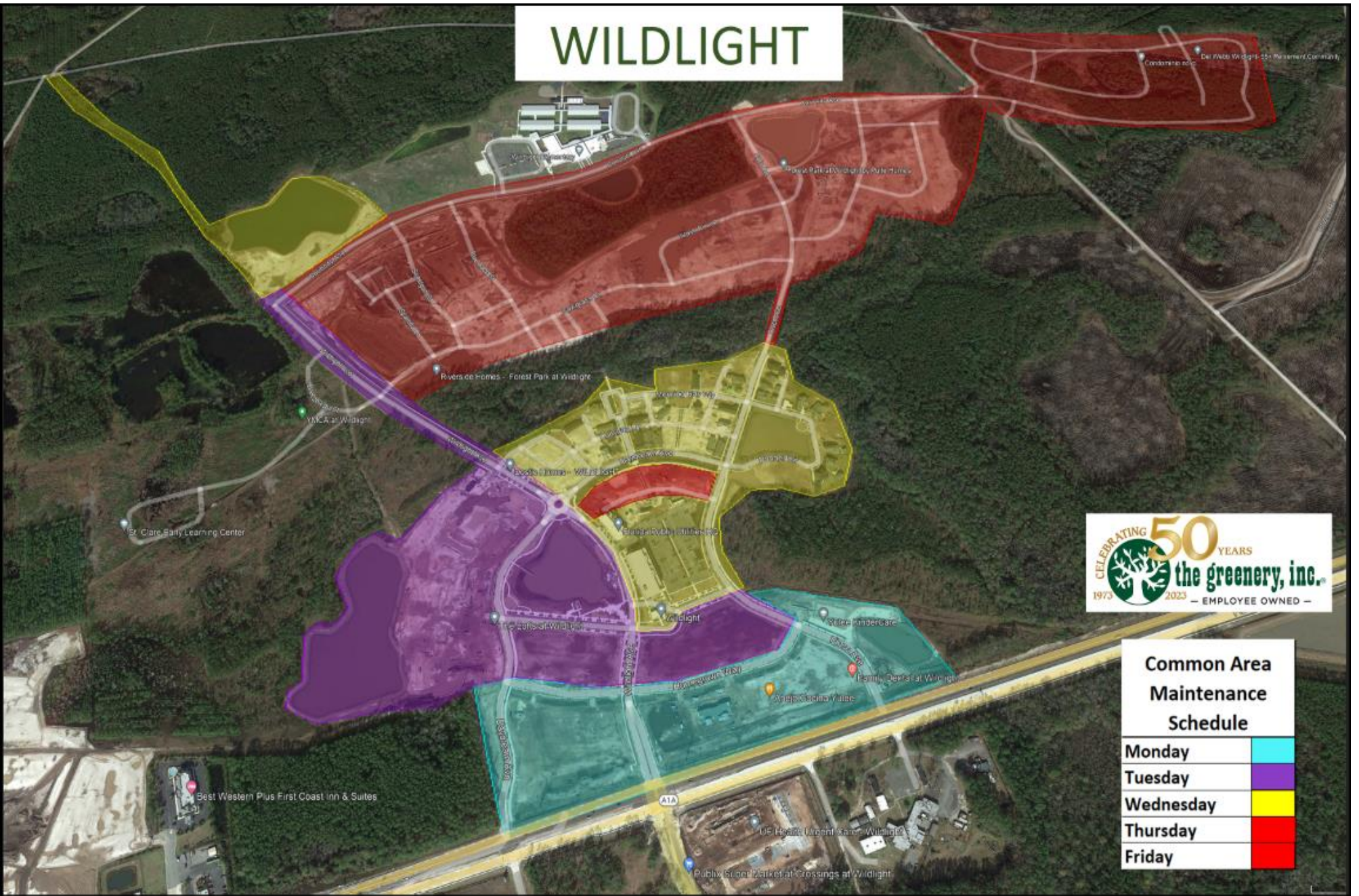
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Opportunity #	Property Name	Opportunity Name	Opp Status	Estimated \$	Created Date	Complete Date	Lost Date
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56044	Wildlight Waterbug Park	Waterbug Game Park Drainage Install	Delivered	\$ 19,495	08/07/23		
52823	Wildlight Commercial Association	Irrigation Repairs at New Office Condos	Delivered	\$ 1,363	05/10/23		
LOST							
56656	Wildlight Residential Association Tow	Dog trot and Buttonwood loop Sod	Lost	\$ 5,778	08/22/23		
56161	Mark McHugh	Hardwood Mulch	Lost	\$ 2,490	08/08/23		
56160	Mark McHugh	Pinestraw	Lost	\$ 1,570	08/08/23		
56159	Wildlight Residential Association Tow	Labor for Sod Install in Front of 217	Lost	\$ 1,005	08/08/23		
56043	Wildlight Waterbug Park	Bocce Ball Court Replacement	Lost	\$ 34,121	08/07/23		
58059	Wildlight Curiosity Ave Enhancement	Repair Current Mainline Break	Lost	\$ 1,600	09/26/23		
WON							
58262	Skinner Wildlight Office Condos	Wildlight office condos-drainage	Won	\$ 5,967	09/28/23		
58146	Wildlight Residential Association	Ponder Cir Controller Decoder Replacement	Won	\$ 860	09/26/23		
58151	Wildlight Residential Association	Crepe Myrtle Replacement	Won	\$ 525	09/26/23		
56154	Wildlight Residential Association	Washingtonia Palm Replacement at Buttonwood	Won	\$ 790	08/08/23		
58161	Wildlight, LLC	Bush Hogging Parcels on Tinker	Won	\$ 1,175	09/27/23		
58060	Wildlight Curiosity Ave Enhancement	Moving Mainline and Wiring	Won	\$ 17,420	09/26/23		
56657	Wildlight Residential Association	Dog trot and Buttonwood loop Sod	Won	\$ -	08/22/23		

Landscape Maintenance Schedule

WIDLIGHT



Common Area Maintenance Schedule	
Monday	Light Blue
Tuesday	Purple
Wednesday	Yellow
Thursday	Red
Friday	Red

MAINTENANCE UPDATE

PUNCH ITEMS - Completed this week

Area	Type	Description	Follow-up
Common Area	Weeds	Crosstown - in roses and pavers of roundabouts	
Common Area	Mowing	Trash in beds at Crosstown, especially by kayak launch	
Common Area	Weeds	Curiosity - by muhly grass and across from Hammock Park	
Townhomes	Irrigation	Bubbler by palm tree on Wildlight Ave needs to be buried or cut back	
Common Area	Irrigation	Valve covers off at Crosstown. If working on, we need to cover back up EOD	
Common Area	Mowing	Weeds in bahia swales along Curiosity by school	
Common Area	Weeds	Vines in ornamental grasses at publix berm	
Common Area	Mowing	Need to rake out ADA mulch beds at Waterbug and Hammock Park	

PUNCH ITEMS - OPEN

Area	Type	Description	Follow-up
Townhomes	Irrigation	Townhomes - 205 Wildlight Ave broken box	
Common Area	Irrigation	Corner of Daydream and Homegrown	Found valve, but no pressure. Check for breaks along the lines
Common Area	Irrigation	Check turf at Ponder Cir monument sign	Irrigation break, need to replace along with Ponder park
Common Area	Shrubs	Missing Magnolia on Extension	
Common Area	Shrubs	Leaning trees down Crosstown	
Common Area	Shrubs	Dead palm at extension	
Common Area	Plant Health Care	Ponder Cir park turf	What is your preference to schedule?
Common Area	Plant Health Care	Leaning tree on curiosity, homegrown, salt marsh loop	
Common Area	Mowing	Suckers and guide wires on trees at Office condo	
Common Area	Shrubs	Finish trimming bio swale while dry	
Common Area	Irrigation	Apparent break at Floco and Ponder Cir. Area flagged behind storm drain	
Common Area	Weeds	Ponder Cir park	
Common Area	Irrigation	Wildlight ext - irrigation top is missing on one box. Left side before Hathway	
Townhomes	Mowing	Edge and mow alley way between townhomes	
Townhomes	Weeds	213 Daydream	
Townhomes	Weeds	250 Wildlight Ave	
Townhomes	Weeds	Bioswale	
Common Area	Weeds	Tinker and Homegrown crack and curb weeds	
Common Area	Weeds	Weeds at Rayonier pond	
Common Area	Mowing	Palm battons on palm by Mocama	
Common Area	Weeds	Down bridge on Wildlight Ave	
Common Area	Plant Health Care	Turf weeds down Sawgrass	
Common Area	Mowing	Edge and spray beds down mobility trail from Sawgrass to Curiosity	
Common Area	Mowing	Remove wood blocks by Rayonier Pond	

MAINTENANCE UPDATE

Common Area	Shrubs	Need to clean up beds on Curiosity at intersections of Floco and Muhly	Need to scrape sod and propose drainage
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PUNCH ITEMS - HISTORICAL (1 month trailing)

Area	Type	Description	Follow-up
Common Area	Weeds	Commercial parking lot area	
Common Area	Weeds	Trash and weeds at Julep Park	
Common Area	Weeds	Crack weeds at Dog Trot and Waterbug Park	
Common Area	Weeds	Weeds at Rayonier pond bank	
Common Area	Weeds	Crack weeds at Waterbug park	
Common Area	Shrubs	Palm fronds at 217 Daydream and Buttonwood Loop	
Townhomes	Weeds	Under roses at 225 Daydream	
Townhomes	Weeds	Weeds and debris at 209 Daydream	
Townhomes	Weeds	262 Daydream	
Common Area	Plant Health Care	check magnolia tree health along Wildlight extension	
Common Area	Irrigation	Pulte model home park - mainline break?	
Common Area	Irrigation	Crosstown - mainline break?	
Common Area	Weeds	Bioswale	
Common Area	Mowing	Ferns in palms at corner of Floco and Ponder	
Common Area	Irrigation	Rain sensor knocked over at Office condo	
Common Area	Irrigation	Broken line and weeping heads at Rayonier parking island	
Common Area	Irrigation	Check rain sensors (Clock at Forest Park reported running during rain)	
Common Area	Irrigation	Broken bubbler at bio swale by 262 Daydream	
Common Area	Shrubs	Leaning palm at Hammock	
Common Area	Weeds	Weedeat fence line behind Lofts apts	
Common Area	Shrubs	Tree stakes on pines - mobility trail by school and Curiosity ave by del webb	
Common Area	Weeds	Tree rings down mobility trail between Sawgrass and Curiosity	
Common Area	Shrubs	Suckers in Crepe Myrtle at mobility trail	
Common Area	Weeds	In Waterbug Park and Pool	
Common Area	Shrubs	In Waterbug Park and Pool	

	Working on proposal. Not yet submitted.
	Proposal delivered. Waiting on reply
	Work not approved (declined)
	Work approved. Ones with completed date are finished

ENHANCEMENT OPPORTUNITIES/PROPOSALS

Opportunity #	Property Name	Opportunity Name	Opp Status	Estimated \$	Created Date	Complete Date	Lost Date
ESTIMATING							
		Crepe myrtles at walkway between townhomes?					
		Drainage for beds on North side of Curiosity past school					
DELIVERED							
59097		River birch Replant	Delivered	\$ 268	20-Oct		
58988		Irrigation at parallel parking spots by office condos.	Delivered	\$ 1,363	13-Oct		
58322		Bocee Ball synthetic turf option	Delivered	\$ 21,420	29-Sep		
58160	Wildlight Residential Association Tow	Sod replacement Front Yard 201 Daydream	Delivered	\$ 7,657	09/27/23		
58149	Wildlight Residential Association	Drainage Install Along Sidewalk by Forest Park Pond	Delivered	\$ 8,123	09/26/23	verbal	
58152	Wildlight Residential Association	Sod Replacement in Front of Pulte Models	Delivered	\$ 7,766	09/26/23		
58051	Crosstown at Wildlight	Crosstown Improvements	Delivered	\$ 22,582	09/25/23	verbal	
56567	Wildlight Waterbug Park	Washout Behind TV Wall	Delivered	\$ 3,955	08/18/23		
56158	Wildlight Residential Association Tow	Labor for Sod Install in Front of 222	Delivered	\$ 2,010	08/08/23		
56156	Wildlight Residential Association	Islands in Mobility Trail Park Replanting	Delivered	\$ 5,636	08/08/23		
56155	Wildlight Residential Association	Entrance to Mobility Trail Replanting	Delivered	\$ 3,290	08/08/23		
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**EAST NASSAU
STEWARDSHIP DISTRICT**

**STAFF
REPORTS E**

EAST NASSAU STEWARDSHIP DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 19, 2023	Regular Meeting	10:00 AM
November 16, 2023	Regular Meeting	10:00 AM
December 18, 2023	Regular Meeting	12:00 PM
December 21, 2023 CANCELED	Regular Meeting	10:00 AM
January 18, 2024	Regular Meeting	10:00 AM
February 15, 2024	Regular Meeting	10:00 AM
March 21, 2024	Regular Meeting	10:00 AM
April 18, 2024	Regular Meeting	10:00 AM
May 16, 2024	Regular Meeting	10:00 AM
June 20, 2024	Regular Meeting	10:00 AM
July 18, 2024	Regular Meeting	10:00 AM
August 15, 2024	Regular Meeting	10:00 AM
September 19, 2024	Regular Meeting	10:00 AM