

After recording return to:

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

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

Application Number: 2020SCR0014

Project Name: River Crossing

**AMENDMENT 1 TO
PUBLIC SCHOOL CONCURRENCY
PROPORTIONATE SHARE MITIGATION AGREEMENT**

THIS AMENDMENT 1 to that certain **PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT** ("Original Agreement"), is entered into by and between THE SCHOOL DISTRICT OF NASSAU COUNTY, a body corporate and political subdivision of the State of Florida, hereinafter referred to as "School District;" NASSAU COUNTY, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County" and BRIDGEMARK LAND COMPANY, LLC, as successor to MELANIE J. FERREIRA TRUSTEE OF THE MELANIE J. FERREIRA REVOCABLE TRUST dated June 4, 2008 and ROBERT S. FERREIRA TRUSTEE OF THE THOMAS E. FERREIRA MANAGEMENT TRUST dated October 8, 2008, whose address is 4339 Roosevelt Blvd., Suite 400, Jacksonville, Florida 32210, hereinafter referred to as "Applicant," together referred to as the "Parties."

RECITALS:

WHEREAS, the Parties previously entered into the Original Agreement under which the Applicants agreed to provide certain Proportionate Share Mitigation to mitigate the demand for public school facilities to be created by the residential dwelling units proposed in the Applicants' Development Permit Application; and

WHEREAS, pursuant to the approved Original Agreement, the Applicants were provided with a School Concurrency Reservation Letter documenting that capacity will be available for the proposed residential development in the Development Permit Application; and

WHEREAS, the Original Agreement anticipated 56 single-family residential units, but Applicant's rezoning request was only approved for 29 single-family residential units; and

WHEREAS, certain lands have been removed from the Development Permit Application;
and

WHEREAS, the Parties now desire to amend the Original Agreement to adjust the required Proportionate Share Mitigation and reserved capacity.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

SECTION 2. DEFINITION OF MATERIAL TERMS. Any capitalized terms used herein but not defined shall have the meaning attributed to such term in the Original Agreement, as the context may require.

SECTION 3. AMENDMENT OF THE ORIGINAL AGREEMENT.

(A) Section 4(A) of the Original Agreement is hereby amended to decrease the required Proportionate Share Mitigation payment from TWO HUNDRED SEVENTY EIGHT THOUSAND, SIX HUNDRED TWELVE DOLLARS AND NO/100 (\$278,612.00) for the Development Permit Application to ONE HUNDRED FORTY-FOUR THOUSAND, TWO HUNDRED EIGHTY-ONE DOLLARS AND 09/100 (\$144,281.09).

(B) The number of allowable dwelling units covered by the Development Permit Application and the above Proportionate Share Mitigation payment, which has been paid to the School District, is decreased from 56 single-family residential dwelling units to 29 single-family residential dwelling units.

(C) Section 7(B) of the Original Agreement is hereby amended to decrease the fair market value of the Educational System Impact Fees credit from TWO HUNDRED SEVENTY EIGHT THOUSAND, SIX HUNDRED TWELVE DOLLARS AND NO/100 (\$278,612.00) for the Development Permit Application to ONE HUNDRED FORTY-FOUR THOUSAND, TWO HUNDRED EIGHTY-ONE DOLLARS AND 09/100 (\$144,281.09).

(D) The Property included within the Development Permit Application is amended to only include Parcel Number(s) 00-00-30-034B-0005-0001, 00-00-30-034B-0006-0000, consisting of 10.2 ± acres and located in the Fernandina Concurrency Service Area specified in the Public School Facilities Element, which property is more particularly described on Exhibit "A," attached hereto and incorporated herein by reference (the "Property"), which such Property location is further illustrated by a map attached hereto as Exhibit "B," and incorporated herein by reference.

SECTION 4. FULL FORCE AND EFFECT. All other terms and provisions of the Original Agreement not modified herein shall remain in full force and effect and apply equally to this Amendment 1.

SECTION 5. NO GUARANTEE OF LAND USE. Nothing in this Agreement shall require County to approve the Development Permit Application.

SECTION 6. COVENANTS RUNNING WITH THE LAND. This Agreement shall be binding and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors

and assigns of the Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

SECTION 7. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

SECTION 8. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be binding upon the parties hereto unless in writing and executed by all the Parties to this Agreement.

SECTION 9. ASSIGNMENT, TRANSFER OF RIGHTS. The Applicant may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property; provided, however, that any such assignment shall be in writing. The assignor under such assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of same.

SECTION 10. COUNTERPARTS. This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

SECTION 11. RECORDING OF THIS AGREEMENT. The School District agrees to record this Agreement, at Applicant's expense, within fourteen (14) days after the Effective Date, in the Public Records of Nassau County, Florida.

SECTION 12. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement among the Parties with respect to the subject matter addressed herein, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

SECTION 13. SEVERABILITY. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

SECTION 14. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Nassau County Code and venue for any action to enforce the provisions of this Agreement shall be in the Fourth Judicial Circuit Court in and for Nassau County, Florida.

SECTION 15. ATTORNEY'S FEES. In the event any party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against any other party hereto arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.

SECTION 16. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures (the "Effective Date").

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below each signature:

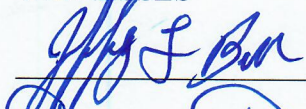
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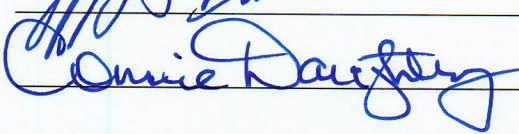
SCHOOL DISTRICT

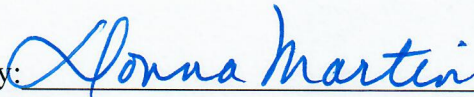
(corporate seal)

THE SCHOOL DISTRICT OF NASSAU
COUNTY, FLORIDA

WITNESSES



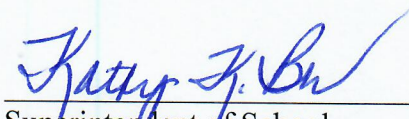


By: 

Donna Martin, Chair

9 day of December, 2021.

ATTEST:



Superintendent of Schools

Approved as to Form:



Brett Steger
School District Attorney

9 day of December, 2021.

APPLICANT

Signed, witnessed, executed and acknowledged on this 17th day of NOVEMBER, 2021.

WITNESSES:

Patrick Mangus

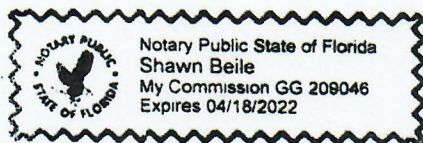
Patrick Mangus

DEVELOPER/PROPERTY OWNER:
BRIDGEMARK LAND COMPANY, LLC

By: [Signature]
Title: Manager

STATE OF FLORIDA)
) SS:
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of NOVEMBER, 2021, by MARK JOHNS, as President on behalf of BRIDGEMARK LAND CO., who is personally known to me or who has produced _____ as identification.



(Notary Stamp)

[Signature]
Notary Public
Printed Name: SHAWN BEILE
License No: GG 209046
Expiration Date: 4/18/2022

COUNTY

NASSAU COUNTY, FLORIDA

WITNESSES

By: _____
_____, Chair
____ day of _____, 202__.

ATTEST:

Approved as to Form:

_____,
Clerk

_____, _____ Attorney
____ day of _____, 202__.

Exhibit A – REVISED Legal Description

Exhibit "A"

PARCEL 1:

All that certain lot, piece or parcel of land situate, lying and being in Section 31, Township 3 North, Range 28 East, Nassau County; being all of Lot 6 and the Westerly part of Lot 5 of the land of E.O. Friend as recorded in Deed Book Z, Page 165, of the Public Records of said Nassau County, and being further described by metes and bounds as follows:

Beginning at the Southeast corner of said Lot 6 and go North 72 degrees 10 minutes East, along the Northerly right-of-way of the Old Fernandina to Yulee Road (has 30 foot right-of-way) for 20 feet; thence go North 12 degrees 50 minutes West, parallel to the Easterly line of said Lot 6 and 20 feet Easterly of said Easterly line of Lot 6 for 476 feet to the Northerly line of said Lot 5) thence go South 72 degrees 10 minutes West for 248 feet to the marshland and Northwest [corner of said Lot 5; thence go Southerly, along the line between the marshland and the highland to the Northwest corner of said Lot 6; thence continue Southerly along the line between marshland and highland to Southwest corner of said Lot 6; thence go North 72 degrees 10 minutes East along Northerly right-of-way of old Fernandina to Yulee Road for 660 feet to the Point of Beginning.

PARCEL 2:

All that certain piece or parcel of land situate, lying and being in Section 31, Township 3 North, Range 28 East, Nassau County, Florida, being part of Lot 5 of the land of E.O. Friend as recorded in Deed Book Z, Page 165 of the Public Records of said Nassau county, and being further described by metes and bounds as follows:

Beginning at the Northeast corner of said Lot 5 and go South 72 degrees 10 minutes West along Northerly line of said Lot 5 for 402 feet; thence go South 12 degrees 50 minutes East for 476 feet to Northerly side of a 30 foot road (being the old Fernandina to Yulee Road); thence go North 72 degrees 10 minutes East along Northerly side of said Road for 443 feet; thence go North 17 degrees 50 minutes West along Easterly side of said Lot 5 for 474.7 feet to the Point of Beginning.

Exhibit B – REVISED Location Map

