

## AMENDMENT 3

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: 2020SCR0001**

**Project Name: Liberty Cove**

### **AMENDMENT 3 TO PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT**

**THIS AMENDMENT 3** to that certain **PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT** and **AMENDMENT 1 TO PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT** and **AMENDMENT 2 TO 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 Cook Family Haverstick LLC, a limited liability company of the State of Florida, whose address is PO Box 87, Callahan, Florida 32011, Cook Family Vanzant, LLC, a limited liability company of the State of Florida, whose address is PO Box 87, Callahan, Florida 32011, JMC Nassau County Properties, LLC, a limited liability company of the State of Florida, whose address is PO Box 179, Callahan, Florida 32011, Harvester Florida, LLC, a limited liability company of the State of Florida whose address is 4545 Ortega Boulevard, Jacksonville, FL 32210 and Liberty Cove Nassau, LLC, a limited liability company of the State of Florida, whose address is 12443 San Jose Boulevard, Suite 504, Jacksonville, FL 32223 hereinafter referred to as “Applicants”, 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 Applicants desire additional time to perform certain of their tasks regarding the funding, planning, design, permitting and construction of the improvements and

### AMENDMENT 3

infrastructure needed to serve the Donated Property, as set forth in Section 4(B) of the Original Agreement; and

**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 Interlocal Agreement, as the context may require.

**SECTION 3. AMENDMENT OF SECTION 4(B) OF THE ORIGINAL AGREEMENT.** The date for installing, constructing, inspecting, and clearing the improvements and infrastructure needed to serve the Donated Property is changed from December 31, 2023 to December 31, 2024.

**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 2.

**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. EXHIBITS.** All Exhibits attached hereto are a part of this Agreement and are fully incorporated herein by this reference.

**SECTION 9. 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 10. 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.

## AMENDMENT 3

**SECTION 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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:

### AMENDMENT 3

**SCHOOL DISTRICT**

(corporate seal)

THE SCHOOL DISTRICT OF NASSAU  
COUNTY, FLORIDA

WITNESSES

WITNESSES


  
Judith Meredith

By: Cynthia K. Grooms  
Cynthi K Grooms, Chair  
9<sup>th</sup> day of November, 2023.

ATTEST:

Kathy K. Burns, Superintendent of  
Schools

Approved as to Form:

  
\_\_\_\_\_, School District Attorney

9<sup>th</sup> day of November, 2023.

AMENDMENT 3

APPLICANT

Signed, witnessed, executed and acknowledged on this 30<sup>th</sup> day of October, 2023.

WITNESSES:

B.F. Cook B.F. Cook  
Kayla McElroy Kayla McElroy

COOK FAMILY HAVERSTICK, LLC

By: Robert P. Cook  
Title: General Manager

STATE OF FLORIDA       )  
  ) SS:  
COUNTY OF NASSAU     )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30<sup>th</sup> day of October, 2023 by Robert P. Cook, as Manager on behalf of Cook Family Haverstick, who is personally known to me or who has produced \_\_\_\_\_ as identification.



ROBIN G. JOHNSON  
Commission # HH 330157  
Expires March 6, 2027

(Notary Stamp)

Robin G. Johnson  
Notary Public  
Printed Name: Robin G. Johnson  
License No: HH 330157  
Expiration Date: 3-6-27

AMENDMENT 3

APPLICANT

Signed, witnessed, executed and acknowledged on this 25<sup>th</sup> day of October, 2023.

WITNESSES:

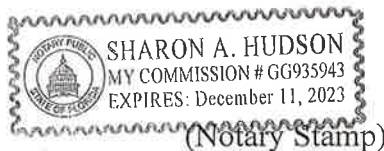
HARVESTER FLORIDA, LLC

[Signature]  
Kenneth L. Johnson Jr.

By: William R. Howell, II  
Title: Manager

STATE OF FLORIDA       )  
                                      ) SS:  
COUNTY OF DUVAL       )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25<sup>th</sup> day of October, 2023, by William R. Howell, II, as Manager on behalf of Harvester Florida, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.



Sharon A. Hudson  
Notary Public  
Printed Name: SHARON A HUDSON  
License No: 66935943  
Expiration Date: 12/11/23

AMENDMENT 3

APPLICANT

Signed, witnessed, executed and acknowledged on this 30<sup>th</sup> day of October, 2023.

WITNESSES:

B.F. Odom B.F. Odom  
Kayla McElroy Kayla McElroy

COOK FAMILY VANZANT, LLC

By: Robert P. Cook  
Title: General Manager

STATE OF FLORIDA       )  
                                      ) SS:  
COUNTY OF NASSAU     )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30<sup>th</sup> day of October, 2023, by Robert P. Cook, as Manager on behalf of Cook Family Vanzant, who is personally known to me or who has produced \_\_\_\_\_ as identification.



ROBIN G. JOHNSON  
Commission # HH 330157  
Expires March 6, 2027

(Notary Stamp)

Robin G. Johnson  
Notary Public  
Printed Name: Robin G. Johnson  
License No: HH 330157  
Expiration Date: 3-6-27

AMENDMENT 3

APPLICANT

Signed, witnessed, executed and acknowledged on this 24<sup>th</sup> day of October, 2023.

WITNESSES:

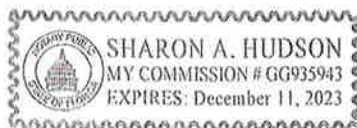
LIBERTY COVE NASSAU, LLC

Sharon A. Hudson  
Kenneth L. Johns Jr.

By: Gregory B. Matovina, As Pres. of Matovina & Company  
Title: Manager

STATE OF FLORIDA       )  
                                      ) SS:  
COUNTY OF DUVAL       )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24<sup>th</sup> day of October, 2023, by Gregory B. Matovina, as Pres. of Matovina & Company, Manager on behalf of Liberty Cove Nassau, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.



(Notary Stamp)

Sharon A. Hudson  
Notary Public  
Printed Name: Sharon A Hudson  
License No: GG935943  
Expiration Date: 12/11/23



AMENDMENT 3

APPLICANT

Signed, witnessed, executed and acknowledged on this 30<sup>th</sup> day of October, 2023.

WITNESSES:

B.F. Odom B.F. Odom  
Rafael McElroy Hayla McElroy

JMC NASSAU COUNTY PROPERTIES,  
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 30<sup>th</sup> day of October, 2023, by J.M. Coleman, as Manager on behalf of JMC Nassau County Properties who is personally known to me or who has produced \_\_\_\_\_ as identification.



ROBIN G. JOHNSON  
Commission # HH 330157  
Expires March 6, 2027

(Notary Stamp)

Robin G. Johnson  
Notary Public  
Printed Name: Robin G. Johnson  
License No: HH 330157  
Expiration Date: 3-6-27

AMENDMENT 3

COUNTY

NASSAU COUNTY, FLORIDA

WITNESSES

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_, Chair

\_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

ATTEST:

Approved as to Form:

\_\_\_\_\_

\_\_\_\_\_,  
Clerk

\_\_\_\_\_, \_\_\_\_\_ Attorney

\_\_\_\_\_ day of \_\_\_\_\_, 202\_\_