

MEDIATED SETTLEMENT AGREEMENT

THIS MEDIATED SETTLEMENT AGREEMENT (this "**Agreement**") is executed as of the ____ day of _____, 2017 (the "**Effective Date**"), by and among RED DIRT RIDGE, LLC, a Florida limited liability company (the "**Petitioner**") and NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida (the "**County**").

RECITALS

WHEREAS, the Petitioner or its affiliates own or previously owned certain real property in and around Red Dirt Ridge Trail in Callahan, Nassau County, Florida, which property is more particularly identified on the Map attached hereto as Exhibit "A" (the "**Red Dirt Ridge Property**");

WHEREAS, the Red Dirt Ridge property includes certain private roads and easements known as Red Dirt Ridge Trail, Double D Lane, Mustang Lane, f/k/a Ford Flynn Road, R Ranch Road, and Catfish Creek Lane (collectively, the "**Red Dirt Ridge Roads**");

WHEREAS, ingress and egress for the Red Dirt Ridge Property is provided through Red Dirt Ridge Trail, Catfish Creek Lane and Mustang Lane, f/k/a Ford Flynn Road as identified on the Map attached hereto as Exhibit "B" (collectively, the "**Access Roads**");

WHEREAS, the Red Dirt Ridge Property is zoned Open Rural and is designated as AGR (Agricultural) on the County's Future Land Use Map;

WHEREAS, on September 24, 2015, the County issued Notice of Violation #001444 (the "**Red Dirt Ridge Notice of Violation**"), regarding the Red Dirt Ridge Roads. The Red Dirt Ridge Notice of Violation was styled as the reissuance of Notice of Violation #001381 and alleged that Petitioner violated the regulations found in County Ordinance 99-17 (Nassau County Roadway and Drainage Standards) and Chapter 29 of the Nassau County Code of Ordinances (Subdivision and Development Review) (collectively, the "**Subdivision Regulations**") which impose upon property owners certain requirements to secure approval for a subdivision plat;

WHEREAS, Petitioner denies the allegations set forth in the Red Dirt Ridge Notice of Violation. In connection therewith, Petitioner further contends that it has at all times acted in reliance on the County's "formal policy" to apply the Subdivision Regulations without reference to historic parcel divisions;

WHEREAS, the County does not agree that there is a "formal policy" as described by Petitioner;

WHEREAS, on October 19, 2015, Petitioner submitted to the County a Claim for Dispute Resolution invoking the Florida Land Use and Environmental Dispute Resolution Act, Section 70.51, Florida Statutes (the "**Dispute Resolution Process**"), and, thereafter Petitioners and the County retained Carlos Alvarez ("**Alvarez**") to serve as mediator and special magistrate;

WHEREAS, beginning on March 15, 2016, Petitioner and the County agreed to participate in a voluntary mediation conducted and governed by the Mediation Confidentiality and Privilege Act, Sections 44.401-44.406, Florida Statutes, and subsequent thereto the parties have engaged in voluntary mediation with Alvarez serving as mediator.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, promises, agreements and undertakings that follow, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree, each with the other, as follows:

AGREEMENT

1. Recitals. The recitations set forth in the Recitals are true and accurate and incorporated herein.

2. Resolution of Notice of Violation. The parties have agreed to resolve all claims and issues arising from the Red Dirt Ridge Notice of Violation upon the terms and conditions set forth below.

3. Maintenance of Red Dirt Ridge Roads.

a. As acknowledged by both parties, the Red Dirt Ridge Roads were not created or approved by the County. Further, the County does not nor will not have any obligation to improve or maintain the Red Dirt Ridge Roads and consistent herewith cannot guarantee the delivery of police, fire and rescue services to the properties that utilize the Red Dirt Ridge Roads. In addition, the County is not responsible for drainage of the Red Dirt Ridge Roads.

b. The maintenance and improvement of the Red Dirt Ridge Roads is the exclusive obligation of the owners whose properties are accessed by the Red Dirt Ridge Roads. Petitioner acknowledges that it has informed all owners of parcels on the roads of that obligation.

c. Petitioner shall prepare and record, after approval by the County, a document that tracks the information set forth in paragraphs 3 (a) and (b).

d. Petitioner shall include, in the deeds of conveyance to purchasers of property that utilize the Red Dirt Ridge Roads, language, approved by the County, that indicates

that the roads are private and not maintained or improved by the County and the maintenance is the responsibility of each property owner and includes the language in paragraphs 3(a) and (b).

4. Condition of Access Roads. As a condition on this Agreement, Petitioner agrees that it shall cause the Access Roads to comply only with the following conditions:

a. The Access Roads shall consist of a roadway no less than twenty (20) feet in width. Such minimum width may be waived only where necessary to accommodate existing conditions within the Red Dirt Ridge Property subject to the approval of the Director of Public Works.

b. The Access Roads shall have a stabilized roadbed having an LBR of no less than 30. Testing to determine the LBR shall be accomplished by a laboratory qualified to conduct such testing and shall be paid for by Petitioner. Within 90 days of the effective date of this agreement, the Petitioner shall provide the County, for review by the Director of Public Works, a report of the testing results; said report shall be signed and sealed by a licensed engineer and shall demonstrate compliance with the requirements of this subparagraph.

c. Within 90 days of the effective date of this agreement, Petitioner shall cause to be created a "hammer-T" turn around at (1) the terminus of Red Dirt Ridge Trail and (2) the terminus of Catfish Creek Lane. Said turn arounds shall be constructed to substantially comport with the drawings set forth in Exhibit "C" hereto. The creation of the "hammer-T" shall be inspected and approved by the Director of Public Works and the Fire Chief or their designee(s) and based upon the requirements in this subparagraph.

5. Drainage of Access Roads. Petitioner shall cause to be implemented within ninety (90) days of the effective date of this Agreement an overall drainage plan as set forth in Exhibit "D" hereto and approved by the Director of Public Works.

6. Dismissal of Notice of Violation and Dispute Resolution Process. Upon the execution of this Agreement and satisfaction of the requirements in paragraphs 4 and 5 of this Agreement, the County shall withdraw and cause the dismissal of the Red Dirt Ridge Notice of Violation with a finding of no code violation by Petitioner. The County and Petitioner shall further stipulate to the dismissal of the Dispute Resolution Process.

7. As depicted in Exhibit "A" attached hereto, the Red Dirt Ridge Property currently includes twenty-two (22) discrete parcels. The County agrees that each of these twenty-two (22) parcels is eligible for the issuance of a building permit(s) consistent with the Red Dirt Ridge

Property's zoning and land use designation, subject to the terms of this Agreement and the County will not deny, limit or impair the issuance of such permit(s) for any reason set forth in the Red Dirt Ridge Notice of Violation. Petitioner further agree that any additional lot splitting by Petitioner within the Red Dirt Ridge Property shall be subject to then-existing Nassau County Code of Ordinances irrespective of the provisions of this Agreement.

8. Base Flood Elevations. Pursuant to the Floodplain Management Ordinance of Nassau County, with respect to any portion(s) of the Red Dirt Ridge Property located within a flood hazard area without base flood elevation data, the base flood elevation shall be deemed and established to be three (3) feet above the highest adjacent grade, provided there is no evidence indicating flood depths have been or may be greater than three (3) feet. Any owner(s) wishing to establish a differing base flood elevation may do so by submitting to the County base flood elevation data available from a federal or state agency or as prepared in accordance with currently accepted engineering practices.

9. County Release. Except for the obligations set forth in this Agreement, the County, on behalf of itself and its agents, successors and assigns (collectively, the "**County Parties**"), does hereby release, remise and forever discharge Petitioner and its members, managers, officers, directors, employees, affiliates, subsidiaries, owners, agents, attorneys, successors and assigns (collectively, the "**Petitioner Parties**"), from any and all claims, demands, actions, causes of action, rights of action, debts, covenants, contracts, agreements, representations, judgments, executions, costs, expenses, obligations, or liabilities of any nature whatsoever, known or unknown, at law or in equity or by statute (collectively, "**Claims**"), from any matter relating to, arising from, for or on account of, or in relation to, or in any way in connection with the Red Dirt Ridge Notice of Violation or the Dispute Resolution Process.

10. Petitioners' Release. Except for the obligations set forth in this Agreement, the Petitioner Parties do hereby release, remise and forever discharge the County Parties from any and all such Claims from any matter relating to, arising from, for or on account of, or in relation to, or in any way in connection with the Red Dirt Ridge Notice of Violation or the Dispute Resolution Process.

11. No Assignment of Claims. The parties each warrant to each other that they have not assigned any claims, demands, actions or causes of action released by them or contemplated to be released by them in this Agreement.

12. Successors and Assigns. The terms and conditions of this Agreement shall be binding upon the parties, and their respective successors, assigns, heirs and personal representatives, including certain successors in title.

13. Recordation. The Parties shall cause to be recorded a Memorandum of Agreement to confirm the effectiveness of paragraphs 3.a and 3.b. above.

14. Entire Agreement and Amendments. This Agreement and the exhibits hereto contain the entire settlement agreement among the parties with respect to the Rd Dirt Ridge Property. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all parties hereto.

15. Savings Clause. In the event that any provisions of this Agreement shall be held void or unenforceable, the remaining provisions hereof shall remain in full force and effect.

16. No Duress; Neutral Interpretation. The parties each warrant to each other that they are represented by counsel in this transaction and have thoroughly read and reviewed the terms and provisions of this Agreement and that the terms and provisions contained herein are clearly understood by them and have been unconditionally consented to by them. The parties each further warrant to each other that they have entered into this Agreement freely, voluntarily, with full knowledge and without duress, and that in executing this Agreement, they are not relying upon any representations or warranties made to them by each other or any of each other's employees, contractors or agents. In the event that an ambiguity or question of intent or interpretation arises as to any provision or provisions hereof, no presumption, rule of construction or burden of proof shall apply favoring or disfavoring any of the parties by virtue of the authorship of any provision hereunder inasmuch as this Agreement has been mutually drafted.

17. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of the County's sovereign immunity or the County's limits of liability as set forth in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

18. Default. In the event of any default under this Agreement, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. In the event that any of the parties to this Agreement institutes legal proceedings in connection with, or for the enforcement of this Agreement or any

provision hereof, the prevailing party shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' fees, at both trial and appellate levels.

19. **WAIVER OF JURY TRIAL.** PETITIONER AND THE COUNTY EACH HEREBY KNOWINGLY AND VOLUNTARILY WAIVES THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO OR ARISING FROM: (I) THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES TO EXECUTE THIS AGREEMENT.

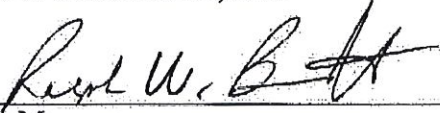
20. Governing Law/Stipulated Jurisdiction. This Agreement shall be interpreted in accordance with the laws of the State of Florida. The parties agree that the Circuit Courts in and for Nassau County, Florida are the proper venue for any and all disputes arising out of or resulting from this Agreement.

21. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart. This Agreement may be executed as facsimile originals or verified scanned e-mail originals, each of which shall constitute an authorized signature and each copy of this Agreement bearing the authorized transmitted signature of any party's authorized representative shall be deemed to be an original.

22. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, and that each party has complied with all requirements of law and has full power and authority to comply with the terms and provisions of this Agreement. Provided, this Agreement shall not become effective or binding upon either party hereto, until approved by the Board of County Commissioners of Nassau County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and their respective seals affixed hereto as of the date listed in the introductory paragraph.

RED DIRT RIDGE, LLC


as Manager

NASSAU COUNTY, FLORIDA

~~TED SELBY, County Manager~~
SHANEA D. JONES, County Manager
BOARD OF COUNTY COMMISSIONERS

CHAIRMAN

ATTEST AS TO CHAIRMAN'S
SIGNATURE:

JOHN A. CRAWFORD
EX-OFFICIO CLERK

Approved as to form by the Nassau County
Attorney:

MICHAEL S. MULLIN

Exhibit "A"

Map – Red Dirt Ridge Property

EXHIBIT "A"

(Map of Red Dirt Ridge Property- Shaded and Numbered Lands ONLY)

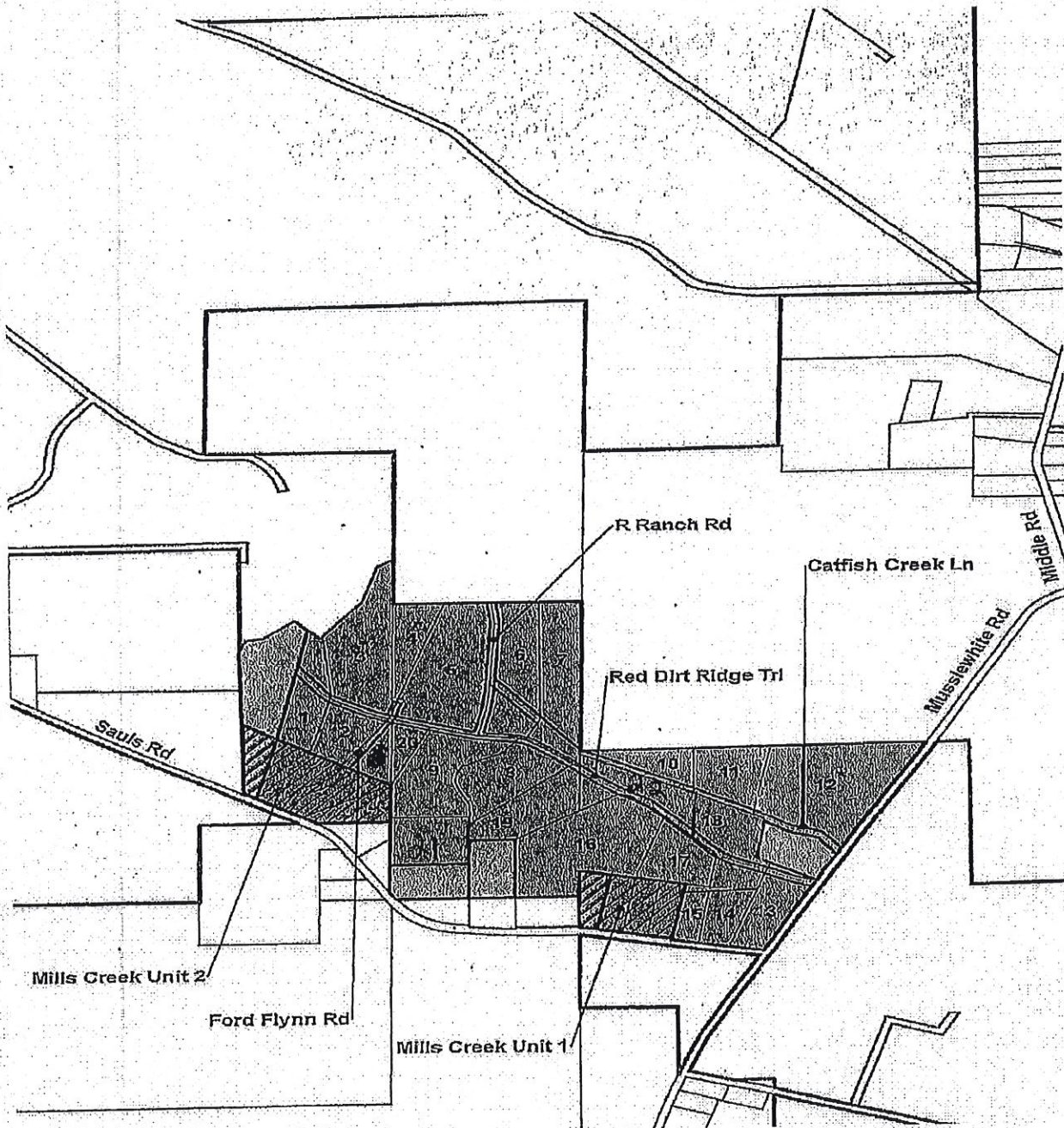


Exhibit "B"

Access Roads

(Map of Access Roads – Roads Highlighted in Blue ONLY)

A map showing the intersection of Sauls Rd and Mustang Ridge Tr. The map includes the following roads:

- MUSTANG RIDGE TR
- CATFISH CREEK LN
- RED DIRT RIDGE TR
- MUSSEWHITE RD
- SAULS RD

A north arrow is located in the bottom right corner of the map.

0 0.05 0.1 0.2 mi
0 0.075 0.15 0.3 km

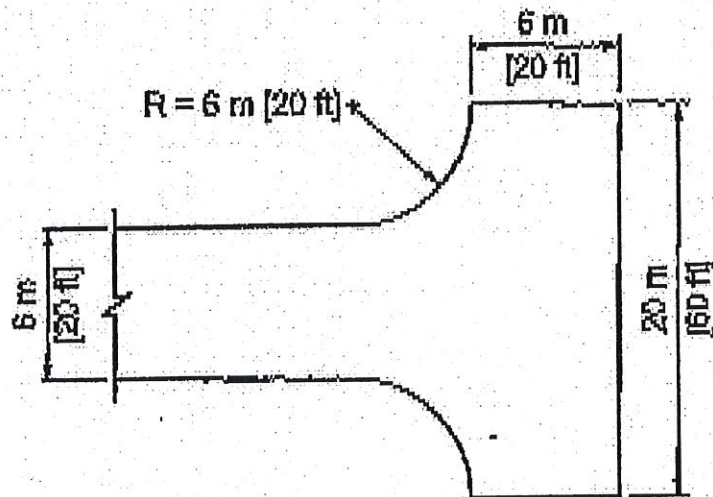
Sources: ERI HERE, Delorme, USGS, htm map, INCREMENTAL, IIRCAL, ERI Japan, IJERI, ERI China (Hong Kong), ERI Korea, ERI (Taiwan), Imapyrida, IJCCO, OpenStreetMap contributors, and the OpenStreetMap community

Exhibit "C"

"Hammer – T" Drawing

EXHIBIT "C"

(Hammerhead T Detail)



Standard Turning Area

Exhibit "D"
Drainage Plan

— CULVERT
→ DRAINAGE Flow
— HAMMER 'T'

