

**AMENDED AND RESTATED USE AGREEMENT BETWEEN
LOBLOLLY MITIGATION PRESERVE, LLC
AND THE CITY OF JACKSONVILLE, FLORIDA**

This AMENDED AND RESTATED USE AGREEMENT (“Agreement”) is made as of the Effective Date set forth herein between the CITY OF JACKSONVILLE, a municipal corporation and a subdivision of the State of Florida (the “City”) and LOBLOLLY MITIGATION PRESERVE, LLC, a Florida limited liability company (“LMP”).

WHEREAS, the City previously purchased certain land as more particularly described on Exhibit A and graphically depicted on Exhibit A-1 (the “City’s Land”) from LMP; and

WHEREAS, the City expected to have approximately 154 acres of wetlands impacts stemming from certain projects in the City’s Better Jacksonville Plan, which would require the City to purchase approximately 384 “ratio” wetlands mitigation credits (equivalent to 218.18 Uniform Management Assessment Method “UMAM” Credits) more or less; and

WHEREAS, LMP has experience and expertise in the permitting, development and operation of wetlands mitigation banks and off-site regional mitigation areas to create wetland mitigation credits, and the marketing and sale of wetland mitigation credits; and

WHEREAS, in order to meet the City’s current and future development needs, the City needs a source of wetlands mitigation credits; and

WHEREAS, LMP is qualified and is willing to obtain permits, develop, and operate the City’s Land as a wetlands mitigation bank to produce wetlands mitigation credits for the City’s use as set forth in this Agreement; and

WHEREAS, in consideration for the City’s purchase of the City’s Land from LMP, the City and LMP agreed that LMP will obtain all regulatory permits, develop and continuously operate the City’s Land as a wetlands mitigation bank and that LMP will provide the City (at no cost to the City) 384 “ratio” wetlands mitigation credits (equivalent to 218.18 UMAM Credits) and generate additional credits for the City to use or sell; and

WHEREAS, the City was duly authorized to enter into the original Use Agreement dated June 20, 2003 (“Original Agreement”) pursuant to Ordinance 2003-488E and is duly authorized to enter into this Agreement by Ordinance _____; and

WHEREAS, LMP owns approximately 2,045 acres of real property adjacent to the City’s Land which (“LMP’s Land”), together with the City’s Land, LMP operates as a single wetlands mitigation bank (the “Bank”) under permit number 84706, as amended, issued by the St. Johns River Water Management District (the “District”) and permit number SAJ-2002-07493 issued by the United States Army Corps of Engineers (“ACOE”); and

WHEREAS, disputes between the City and LMP regarding the Original Agreement resulted in the filing of an action captioned *City of Jacksonville, Florida vs. Loblolly Mitigation Preserve, LLC, et al.*, Case No. 16-2018-CA-001049, 4th Jud. Cir., Div. CV-F (the “Lawsuit”); and

WHEREAS, the Lawsuit was settled, contingent upon City Council approval, at mediation memorialized in a Confidential Mediation Settlement Agreement (“Settlement Agreement”), signed by representatives of the City and by LMP, Florida Mitigation Providers, L.L.C. (“FMP”), Nochaway Mitigation Preserve, LLC (“Nochaway Preserve”), Nochaway Mitigation Providers, LLC (“Nochaway Providers”), Cheyenne Environmental, LLC (“Cheyenne”), and Ernest E. Hale, individually (collectively, the “Defendants”); and

WHEREAS, under the terms of the Settlement Agreement, the City is to receive \$2,356,750 in value as detailed herein, the Defendants on the one hand and the City on the other hand are to exchange mutual general releases as provided herein, and LMP is to operate and maintain the Bank in conformity with this Amended and Restated Use Agreement; and

WHEREAS, the City and LMP desire to amend and restate the Original Agreement as set forth herein, whereupon the Original Agreement shall be replaced and be of no further force and effect.

NOW, THEREFORE, the City and LMP agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.
2. **LMP’s Development of the Mitigation Bank.** At LMP’s sole cost and expense, LMP has obtained all jurisdictional governmental approvals, licenses and permits (collectively, the “Permits”), and has developed, maintained, and continuously operated the City’s Land as a wetlands mitigation bank. The mitigation credits the City estimated it would need for its own projects (the “City Set-Aside Credits”) have been and will be produced at no cost to the City. It was and is expected that wetlands mitigation credits in excess of the City Set-Aside Credits would be produced (the “City Excess Credits”) that the City may sell or preserve for future use as set forth below. LMP will charge the City for the production, sale and management of the City Excess Credits as set forth below. Further, the City shall have no obligation to perform any activities, or pay any monies, relating to the Bank except as expressly set forth in this Agreement. If any services, functions or responsibilities not specifically described in this Agreement are necessary for the proper performance and provision of the City Set-Aside Credits or City Excess Credits, they shall be deemed to be implied by and required of LMP to the same extent and in the same manner as if specifically described in this Agreement. LMP shall be responsible for providing the equipment, supplies, personnel, and all other resources as necessary to deliver the credits to the City as set forth in this Agreement.
3. **Term; Renewals.** The initial term of this Agreement shall begin upon the Effective Date (defined below) and shall continue (unless sooner terminated as set forth in this Agreement) until all City Set-Aside Credits have been generated and all City Excess Credits have been generated and sold as set forth herein.
4. **LMP’s Use of the City’s Land.** LMP shall be provided access to the City’s Land and shall use the City’s Land as required by this Agreement and all Permits relating to the Bank; it being understood that LMP shall only permit such activities on the City’s Land as are directly related to creation, continuous operation, and maintenance of the City’s Land as a

part of the Bank pursuant to, and in continuous compliance with, the Permits. At all times LMP shall continuously comply with all laws, regulations, ordinances, Permits, and requirements of jurisdictional agencies regarding the Bank. Hunting and/or removal of nuisance animals (including but not limited to feral pigs) is permitted on the City's Land so long as allowed by the Permits; in which event such hunting on the City's Land shall occur only upon prior written notice to the City of the dates and times of such hunting, and such notice shall be accompanied by an insurance rider with coverages to be determined by and as satisfactory to the City and further meeting the requirements set forth in Paragraph 14 below. LMP shall not permit the maintenance or commission of any nuisance or any unlawful activity on the City's Land. In the event LMP seeks any subsequent amendments of the Permits, LMP shall provide prior written notice of the proposed modification to the City's Chief Administrative Officer with a copy to the City's Office of General Counsel; however, in no event shall LMP modify the Permits in a manner that materially and detrimentally alters the City's rights under this Agreement. In the event the District makes an amendment to the Permit unsolicited by LMP, LMP shall provide notice to the City within five (5) days of LMP's receipt. LMP's use of the City's Land pursuant to this Agreement shall be at LMP's expense.

5. **City's Use of the City's Land.** The City is permitted to enter the City's Land for inspection, and the City may use the City's Land in any manner that is not inconsistent with this Agreement and not inconsistent with the Permits (the "City's Uses"). The City's Uses shall be at the City's expense (including development, maintenance, and operation).
6. **Maintenance.** During the term of this Agreement, LMP is responsible for the development, maintenance and operation of the City's Land as a Bank in continuous compliance with the Permits. The City is authorized to enter the City's Land and maintain its improvements on the City's Land related to the City's Uses. Upon the expiration or termination of this Agreement, LMP shall be deemed to have transferred to the City any and all interest of LMP to any and all security, collateral, or monies provided to the District in connection with the Permits related to the operation and maintenance of the City's Land. After the expiration or termination of this Agreement, LMP and the City shall continue to maintain their respective lands in conformity with the requirements of the Permits and the parties' obligations to do so will survive the expiration or termination of this Agreement.
7. **LMP's Representations and Covenants.** LMP represents, warrants and agrees as follows:
 - (a) LMP is a Florida limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida with full legal right, power and authority to conduct its operations substantially as presently conducted, and to execute, deliver and perform its obligations under this Agreement.
 - (b) LMP has taken all actions necessary pursuant to its corporate documents and applicable law, where LMP has obtained all authorizations necessary for LMP's execution and delivery of this Agreement, and such authorizations remains in full force and effect and has not been revoked or modified in any respect whatsoever.

- (c) This Agreement is a legal, valid and binding obligation of LMP, enforceable against LMP in accordance with its covenants, conditions and terms.
- (d) The execution and delivery of this Agreement and compliance with the covenants, conditions and terms hereof will not conflict with or constitute a breach of or a default under the provisions of any applicable federal, state or local law, court or administrative regulation, judgment, decree or order, or any agreement, indenture, the Permits, or other instrument to which LMP is a party.
- (e) LMP is not in breach of or in default under any applicable federal, state or local law, ordinance, court or administrative regulation, decree or order or any agreement, the Permits, any indenture or other instrument of which LMP is a party, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a breach or default, which breach or default would affect the validity or enforceability of this Agreement or would affect materially or adversely the financial condition, operation or properties of LMP or the ability of LMP to perform its obligations under this Agreement.
- (f) Upon the dismissal of the City's lawsuit, styled *City of Jacksonville, Florida v. Loblolly Mitigation Preserve, LLC, et al.*, pending in the Fourth Judicial Circuit in and for Duval County, FL and assigned case no. 16-2018-CA-001049, there is no action, suit, proceeding, inquiry or investigation, in equity or at law, before or by any court, governmental agency, public board or body to which LMP is a party, pending or, to the best of its knowledge, threatened against or affecting it (i) contesting its corporate existence, tax status or powers or the titles of its members or officers, or to their respective offices; or (ii) contesting the validity or the power of LMP to execute and deliver, or affecting the enforceability of this Agreement, or contesting or affecting the power of LMP to consummate the transactions contemplated by this Agreement, or (iii) wherein an unfavorable court decision, ruling or finding would materially affect the financial position of LMP or its ability to perform this Agreement.
- (g) Other than as set forth in this Agreement, LMP shall (at its cost and expense) continuously comply with all applicable laws, statutes, ordinances, regulations, rules, policies and pronouncements from all governmental bodies or authorities which relate to the City's Land, LMP's Land, the Permits, and the Bank.
- (h) LMP shall not create, store, treat, generate, maintain, dispose of, or otherwise handle any substances or materials which could be classified as hazardous or environmentally dangerous during its use and occupancy of the City's Land, or cause or allow any such substance or material to be present at the expiration or termination of this Agreement, LMP shall assume and hereby indemnifies and holds harmless the City from all responsibility and liability for its noncompliance with any environmental law, rule or regulation, during its use and occupancy of the City's Land.
- (i) LMP shall not permit any liens, mortgages or other encumbrance to be filed, recorded or placed on the City's Land. LMP shall immediately after it is filed or claimed, have released (by bonding or otherwise) any mechanics', materialmen's or other lien,

mortgage, or encumbrance filed or claimed against any or all of the City's Land or any other property owned or licensed by City, by reason of labor or materials provided for LMP or any of its contractors or subcontractors, or otherwise arising out of LMP's use or occupancy of the City's Land. Nothing in the provisions of this Agreement shall be deemed in any way to give LMP any right, power or authority to contract for or permit to be furnished any service or materials which would give rise to the filing of any mechanics' or materialmen's lien against the City's Land, it being expressly agreed that no estate or interest of the City in and to the City's Land shall be subject to any lien arising in connection with any work, alteration, addition or improvement made by or on behalf of LMP. LMP shall provide notice to all contractors performing work on the City's Land, including but not limited to LMP's executing and recording a written instrument for the purpose of providing notice of the existence of this subparagraph in accordance with Section 713.10, Florida Statutes.

- (j) Upon the Effective Date of this Agreement, LMP shall undertake all actions necessary (at LMP's sole cost and expense) to maintain the existing fencing and gates (in their current state) and LMP shall provide keys and/or access codes to the City to allow the City's access to the City's Land.
- (k) LMP shall exercise such diligence as is consistent with substantial experience and high expertise with respect to its obligations set forth in this Agreement.
- (l) LMP warrants that it has adopted and shall maintain a policy of non-discrimination as defined by Chapter 126, Part 4, of the Ordinance Code of the City throughout the term of this Agreement. On the City's prior written request, LMP shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission of the City for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement. LMP agrees to maintain such records for the City's inspection spanning a period of at least one (1) year prior to the Effective Date of this Agreement and one (1) year after the termination or expiration of this Agreement.

8. **The City's Representations.** The City represents, warrants and agrees as follows:

- (a) The City has taken all actions and received all authorization and approval necessary by operation and entry of ordinances or otherwise to enter into this Agreement and to make it a binding obligation of the City upon which LMP may rely without any further action from the City Council or any other legislative body or executive authority of the City.
- (b) The execution of this Agreement does not conflict with any other agreement or constitute a breach of any other applicable federal state or local law, ordinance, administrative regulation, judgment, decree or order.

9. **Settlement Terms.** As the parties agreed in the Settlement Agreement, LMP will provide to the City a total of \$2,356,750 in value in return for a mutual full and complete release for LMP and the other Defendants in the Lawsuit as set forth below:

- (a) Assignment and Credits. LMP hereby assigns 25 UMAM credits belonging to LMP and generated from LMP's Land to the City with an agreed value of \$60,000 per credit (totaling \$1,500,000) from Basin 4 of the District.¹ The 25 UMAM credits so assigned to the City shall be treated as City Set-Aside Credits for the sole purpose of reducing the total number of City Set-Aside Credits owed; but, will result in an overall net increase of City Excess Credits owed (these numbers are reflected in Schedule 10).
 - (b) Credit for Management and Marketing Fee. The City will receive a credit of \$419,125 in Management Fees or Marketing Fees for the net increase of the 25 City Excess Credits which LMP would otherwise be due under Paragraph 13 of this Agreement; this credit will be applied to the last 25 City Excess Credits sold. Upon Default or Termination of this Agreement, as set forth herein, the remaining balance of the \$419,125 credit shall become payable to the City.
 - (c) Secured Cash Flow Note. LMP will make a secured cash flow note (the "Secured Note") to the City in the principal amount of \$437,750 at 6% annual interest with payments of 70% of sales proceeds LMP receives on the sale of credits generated from LMP's Land until the principal and interest are paid. As set forth in subpart (d) hereof, the Secured Note will be secured by a pledge of LMP's mitigation credits until it is paid. The balance of the Secured Note shall be paid within 5 years of execution of this Agreement. Payments by LMP shall be applied first to interest, and then to principal. A copy of the form of Secured Note is attached as Exhibit B.
 - (d) Pledge of Mitigation Credits. The Secured Note will be secured by a pledge of LMP's mitigation credits (the "Pledge of Mitigation Credits") until it is paid. A copy of the form of the Pledge of Mitigation Credits is attached as Exhibit C.
 - (e) Mutual Release. Except as to obligations that arise under or in connection with this Agreement and the Secured Note, the City on the one hand and the Defendants on the other hand will enter into the Mutual General Release in the form attach as Exhibit D.
10. City Set-Aside Credits. The parties agree that LMP is responsible for producing and delivering to the City an additional 98.49 UMAM credits as City Set-Aside Credits. These UMAM credits will be produced from that portion of the Bank that is owned by the City. A summary of the City Set-Aside Credit balance as of the Effective Date is set forth on Schedule 10.

Sale of City Set-Aside Credits. LMP is not authorized to sell any City Set-Aside Credits without specific written authorization from the City. The City vests complete authority to advise LMP about its intention to sell City Set-Aside credits in the City's Planning Department Director or designee, so designated in writing, and LMP is authorized to rely upon written authorization to sell City Set-Aside Credits from that individual without any

¹ On the Effective Date, LMP shall transfer all presently available UMAM credits from its side of the ledger to the City's side of the ledger, up to the 25 credits to be assigned pursuant to Paragraph 9(a). Should LMP possess less than 25 available UMAM credits on the Effective Date, the Parties agree any shortfall shall be fulfilled with the next UMAM credits generated from LMP's Land and released from the District.

further authorization from the City, its executives, agencies, and without legislative action from City Council. If City Set-Aside Credits are so authorized for sale, such credits shall thereafter be treated as “City Excess Credits” for all purposes under this Agreement, including that upon the sale of any such credits the City will be charged a Management Fee or Marketing Fee as appropriate pursuant to Paragraph 13 below.

Once a City Set-Aside Credit is generated, it counts toward satisfaction of the City Set-Aside Credit requirement, even if it is later sold as authorized by the City. The City may direct the use of City Set-Aside Credits only for projects undertaken by the City or its independent agencies, unless sold as authorized by the City. Once the City directs the use of City Set-Aside Credits for a specific project, within three (3) business days, LMP will provide the City with a copy of the allocation letter and written confirmation from the District of the ledger transaction. The remaining credits generated from the City’s Land after all City Set-Aside Credits have been generated will be considered “City Excess Credits.”

11. **Sale Procedures.** The following procedures will apply whenever credits generated from LMP’s Land or City Excess Credits are sold to third parties:

- (a) The City will advise LMP, in writing, when it intends for LMP to begin selling City Excess Credits and state the number of City Excess Credits the City authorizes LMP to sell. The City shall from time to time, in writing, update the number of credits it authorizes LMP to sell. However, updates to the number of credits authorized to be sold are only effective on a going-forward basis, and such updates shall in no way preclude LMP from completing sales that LMP has already reserved. These notifications from the City will be considered confidential, subject to the Public Records Laws.
- (b) Following the City’s notice to LMP that it intends for LMP to sell City Excess Credits, as set forth above, LMP shall advise the City in writing of opportunities to sell credits on an ongoing basis, and shall include in such notice the price and number of credits to be sold in each transaction. The City is entitled to participate at a minimum of 50% of any such credit sale, to the extent it has the requisite credits ready and intended for sale. Upon receipt by the City of LMP’s notice, the City will promptly, but in no event later than two (2) business days after receipt of the notice, inform LMP, in writing, whether it will participate in the transaction using City Excess Credits.
- (c) After the City advises LMP that LMP is authorized to sell City Excess Credits from the Bank as set forth above, LMP shall, in so far as possible, effect sales of credits from the Bank such that at least 50% of each sale is fulfilled with the City’s credits authorized to be sold. In the event the City does not possess a sufficient number of City Excess Credits to fulfill at least 50% of a transaction or declines in whole or in part to participate in the transaction, the rest of the credits to be sold to fulfill the transaction shall be supplied by credits generated from LMP’s Land until such time as there are no amounts outstanding under the Secured Note. Further, in the event LMP does not possess a sufficient number of credits generated from LMP’s Land

to fulfill 50% of a transaction, the rest of the credits to be sold may, in the City's discretion, may be supplied by the City's Excess Credits. In the event that, after compliance with the foregoing, additional credits are necessary to fulfill a transaction, LMP may coordinate with other wetland mitigation banks that the managers of LMP also manage, to supply the balance of necessary credits to complete the transaction. The proceeds obtained from sales will be divided pro rata between the City, LMP, and any third-party mitigation bank based upon the number of credits each party supplied to complete the transaction, except as to applicable Management or Marketing Fees owed by the City to LMP as set forth Paragraph 13, subject to the credit set forth in Paragraph 9(b). LMP shall provide the City with a copy of the fully executed option contract, reservation letter, allocation letter, and confirmation from the District of the ledger transaction within three (3) business days of the execution of each document. LMP shall not extend any option agreement without the written consent of the City. LMP shall immediately notify the City, in writing, of any termination of credit sales or reservations and provide the City confirmation from the District that the credits have been returned to the ledger as available within three (3) business days of the termination.

- (d) LMP will provide the City with a copy of the reservation letter, allocation letter, confirmation from the District of the ledger transaction for all sales of credits from the Bank exclusively fulfilled by LMP's credits, within three (3) business days of the execution of each document.
- (e) When payment is made for the sale of City credits, LMP will provide a copy of the invoice and check or other document showing the payment. LMP will also provide a check to the City in the amount due to the City for the transaction. When LMP remits payment to the City, it will provide a statement showing: (i) the project sponsor; (ii) project name; (iii) the permit number(s); (iv) number of District credits and number of ACOE credits; and (v) a reconciliation of the purchase price to the amount remitted to the City showing the gross proceeds to the City less the applicable Management Fees.
- (f) Under no circumstances is LMP permitted to "borrow" any credits belonging to the City.
- (g) LMP's managers may sell credits from other wetland mitigation banks that they manage. However, after the City has advised LMP that LMP is authorized to sell City credits from the Bank as set forth in Paragraph 11(a) above, LMP's managers shall not sell credits from other wetland mitigation banks in Basins 1 and 4 that they manage without offering the City opportunity to participate in at least 50% of such sales, using credits the City has authorized LMP to sell from the Bank. If a sale is conducted under circumstances in which the City has not authorized the sale of City Excess Credits, LMP may conduct the sale as it sees fit, including joining with other mitigation banks to conclude the sale.
- (h) All ACOE credits generated from City land belong to the City. The proceeds of any sale of ACOE credits generated from City land without accompanying District

credits shall belong to the City. Transactions involving solely ACOE credits shall comply with Paragraph 11(c).

12. **Reporting and Auditing.**

- (a) Credit Transactions. LMP shall include the City on all correspondence between the District, USACOE and any requesting agency regarding mitigation bank credit transactions. LMP shall use the District's Mitigation Bank Credit Transaction Portal to process all mitigation bank credit transactions. LMP shall identify and designate the City as an authorized user of the Mitigation Bank Credit Transaction Portal and authorize the City's Project Manager complete access to the Portal.
- (b) Quarterly Reports. On a confidential basis (subject, however, to applicable Public Records laws), LMP will provide a report to the City on the fifteenth day of the first month of each quarter (i.e., April 15, July 15, October 15, and January 15 of each year) setting forth the following information concerning the previous quarter's activities:
 - (i) With respect to City Set-Aside Credits: (a) the beginning balance and ending balance of City Set-Aside Credits available for use; (b) a reconciliation of the beginning and ending balance of City Set-Aside Credits, showing each new release of City Set-Aside Credits that quarter (including the phases from which the credits were released) and each use of City Set-Aside Credits that quarter (including such identifying information as the date of the allocation, the project name, the District and/or ACOE permit numbers); (c) the number of potential City Set-Aside Credits remaining to be generated and the estimated dates those credits will be released; and (d) such other information requested by the City.
 - (ii) With respect to City Excess Credits: Once all City Set-Aside Credits have been generated and are ready for the City's use, (a) the beginning and ending balance of City Excess Credits available; (b) a reconciliation of the beginning and ending balances of City Excess Credits, showing each new release of City Excess Credits that month (including the phases from which those credits were generated) and each sale of City Excess Credits that month (including the date of sale, the name of the third party and project, the number of credits sold, the type of credit (District/ACOE), the price per credit, any management or marketing fee charged, the identifying District and ACOE permit numbers, and the proceeds remitted to the City, including identifying payment information); (c) the number of potential City Excess Credits remaining to be generated and the estimated date those credits will be generated; and (d) such other information requested by the City.
 - (iii) LMP will maintain a separate bank account for the receipt of proceeds resulting from LMP transactions including the sale of City Excess Credits (the "Transaction Account") until proceeds are appropriately divided and disbursed to the City and to LMP's individual operating account. Each

quarterly report shall include monthly bank statements for the Transaction Account for each month of the quarter to which it pertains.

- (c) Annual Reports. On October 31 of each year, LMP will provide to the City an annual report showing the activity of the Bank for the fiscal year ending September 30. The annual report will include the information provided in the quarterly reports, but for the entire year.
- (d) Additional Information. LMP will promptly provide any additional information concerning the Bank, Permits, City Set-Aside Credits, City Excess Credits, the City's Land, or any aspect of this Agreement as the City may reasonably request from time to time.
- (e) Correspondence with District or ACOE. LMP will provide the City access to review upon request all correspondence between LMP and the District or ACOE concerning the Bank, Permits, City Set-Aside Credits, City Excess Credits, the City's Land, or any aspect of this Agreement.
- (f) Auditing. The City shall have the right to audit LMP's books and records at any time upon reasonable notice to LMP, and LMP shall make available to the City all documents, receipts, invoices, contracts, correspondence, memoranda, bank statements from the Transaction Account, and other writings related to its activities in connection with this Agreement. The City shall not have access to LMP's bank accounts other than the Transaction Account.

13. **Management and Marketing Fees.**

- (a) Management Fees. Subject to the credit set forth in Paragraph 9(b), LMP may charge a management fee only for the generation of City Excess Credits from the District (the "Management Fee"). The Management Fee will be \$16,765 per City Excess Credit released by the District. The Management Fee shall be revised annually on March 1 and increased or decreased based on the change in the Consumer Price Index with a 2 percent cap on any annual increase and a 6 percent total cap. Management Fees will be payable from proceeds of the sale of City Excess Credits. The Management Fee will be calculated at the time of allocation of the City Excess Credits. **No Management Fee may be charged for City Set-Aside Credits or ACOE credits.**
- (b) Marketing Fee. Subject to the credit set forth in Paragraph 9(b), upon the sale of any City Excess Credit, LMP may charge a marketing fee (the "Marketing Fee") in addition to the Management Fees only after it has fully exhausted all of its District credits, meaning only after LMP has generated and sold all of the District credits generated from LMP's Land. The Marketing Fee will be 6.5% of the net proceeds of the sale of City Excess Credits after deduction for Management Fees. **No Marketing Fee may be charged for City Set-Aside Credits or ACOE credits.**

14. **Insurance.**

- (a) Without limiting its liability under this Agreement, LMP shall procure and maintain, at its sole cost and expense, during the term of this Agreement, insurance of the types and in the minimum amounts stated below (and LMP shall require its contractor(s), if any, to procure and maintain insurance of the types and in the minimum amount stated below):

<u>Schedule</u>	<u>Limits</u>
<u>Workers' Compensation & Employer's Liability</u> (Including appropriate Federal Acts)	Florida Statutory Coverage \$100,000 each accident \$500,000 Disease/Policy Limit \$100,000 Disease/Each Employee

(If LMP is not required to carry Workers' Compensation coverage as defined under Chapter 440, Florida Statutes, the above requirement may be waived. LMP is solely responsible for determining applicability of Chapter 440, Florida Statutes. LMP is responsible for workers' compensation benefits payable to an injured employee as defined by Chapter 440, Florida Statutes. LMP shall provide to the City written confirmation verifying the exemption on LMP's letterhead, certified and signed by an officer or authorized representative of LMP.)

<u>Commercial General Liability</u> Land-operations Products-Completed Operation Contractual Liability Independent Contractors	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
<u>Automobile Liability</u> All autos-owned, hired or non-owned	\$500,000 CSL
<u>All-Risk Property Insurance</u> For any and all buildings, improvements, betterments, equipment, materials and personal property at the land of LMP and the City	Full Replacement Cost

The City of Jacksonville shall be named as an additional insured under the Commercial General Liability and All-Risk Property Insurance coverages. LMP shall provide a waiver of subrogation on all required insurance in favor of the City.

- (b) Said insurance shall be written by an insurer holding a current certificate of authority issued by the Department of Insurance of the State of Florida pursuant to Chapter 624, Florida Statutes. Within 30 days of the execution of this Agreement, Certificates of Insurance approved by the City's Risk Manager evidencing the maintenance of said insurance shall be furnished to the City. The Certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by

the City. Any indemnification provisions in this Agreement are separate and apart and in no way limited by the insurance amounts stated above.

- (c) LMP shall provide such other insurance of the types, amounts and coverages required by the City's Risk Manager in his/her sole reasonable discretion. In the event hunting occurs on the City's Land as set forth in Paragraph 4 above, LMP shall notify the City prior to hunting activities and obtain and provide to the City such additional insurance according to the coverages, amounts, and requirements as determined by the City. Those requirements not to be unreasonable.
 - (d) The City is self-insured through the State of Florida, Division of Risk Management, and its obligations with respect thereto are controlled by the provisions of Section 768.28, Florida Statutes.
 - (e) Neither approval nor failure to disapprove the insurance furnished by LMP shall relieve LMP or its agents from the responsibility to provide the insurance as required by this Agreement.
15. **Indemnification.** LMP and any and all of its contractors and subcontractors shall indemnify and save harmless and defend the City, its respective boards, officers, employees, representatives and agents against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property (including destruction) arising out of or incidental to the performance of this Agreement, or work performed thereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. The provisions of this Paragraph 15 shall survive the expiration or termination of this Agreement.
16. **Conservation Easement.** In order to obtain the Permits, the City executed and delivered a Conservation Easement that remains and will remain in effect.
17. **Status of Credits.** As of the Effective Date, attached Schedule 10 sets forth the number of City Set-Aside Credits available, the number remaining to be generated and released, and the estimated number of City Excess Credits remaining to be generated and released. The parties understand and agree that future credit releases from the District are based on the potential number of credits identified in the Permit and LMP's compliance with the Permit and approved mitigation plan. Therefore, the final number of credits released may change as the District determines. Similarly, the actual schedule of any such releases may vary greatly from the estimated release schedule set forth in the Permit. LMP agrees to use its best efforts to generate as many City Excess Credits as feasible and to generate them in a reasonable and timely manner. The City and LMP shall meet annually to develop, among other items, an expected schedule for the development and release of credits to the Bank. LMP will be responsible for sending an e-mail establishing a date and time for the annual meeting. LMP's e-mail shall be sent to the individual designated to receive notice on behalf of the City in Paragraph 22 of this Agreement below.

18. **Default.** Either party shall be in default if it fails to fulfill an obligation of this Agreement, and if such failure continues after ten (10) days written notice to the defaulting party from the non-defaulting party regarding any monetary default and thirty (30) days written notice to the defaulting party from the non-defaulting party as to any non-monetary default. Provided, however, that if the nature of the non-monetary default is such that the same cannot be cured within said thirty (30) day period, the defaulting party shall have a reasonable time to cure said default (not to exceed one-hundred eighty [180] days) if the defaulting party commences the cure within the initial thirty (30) day period and thereafter diligently and continuously pursues completion of the cure.

19. **Remedies.** In the event that LMP defaults under this Agreement and fails to cure the default within the time set forth above, or LMP fails to diligently perform its obligations hereunder, then the City, shall have the right (at its option in its sole discretion, but not as an obligation) to cure such non-compliance or default, or the City may elect to terminate this Agreement and the City, for its own account or by engaging a third party operator engaged by the City, may perform all of LMP's obligations hereunder and operate and maintain the Bank. In the event of a termination of this Agreement set forth herein, LMP shall execute any and all documents necessary to transfer the Permits (including any interest of LMP to any security and/or financial assurance mechanism provided to the District related to the Permits) to the City or its designee, and LMP hereby appoints the City as its attorney in fact to execute such documents to effectuate the transfer. All costs and expenses incurred by the City in such action shall be deducted from any sums payable or which become due and payable to LMP. Notwithstanding the foregoing, the City or LMP may pursue any and all remedies available to it at law, equity, or otherwise.

20. **Force Majeure.** Each party is excused from timely performance of a covenant or obligation in this Agreement, so long as the performance or non-performance of the covenant or obligation is directly delayed, caused or prevented by an act of God or force majeure (including fire, flood, or drought), or the other party's actions. Force Majeure, however, shall not be deemed to excuse nonpayment of sums due under this Agreement.

21. **Taking.** If all or a majority of the City's Land is taken by a third party for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, not issued by the City, this Agreement shall terminate on the date of such taking. LMP and the City shall be able to separately pursue each party's respective awards in such event.

22. **Notices.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given if hand delivered, sent via overnight delivery (with a receipt system), or mailed certified mail return receipt requested (all postage prepaid):

If to LMP: Loblolly Mitigation Preserve, LLC
 Attention: Gary D. Silverfield
 10175 Fortune Parkway, Suite 1005
 Jacksonville, FL 32256

With a copy to: Ernest Hale
650 Market Street
St. Augustine, FL 32095

With a copy to: Timothy W. Volpe, Esq.
501 Riverside Ave, Suite 601
Jacksonville, FL 32202

If to City: City of Jacksonville
Attn: Chief Administrative Officer
117 West Duval Street, Suite 400
Jacksonville, Florida 32202

With copy to: City of Jacksonville
Office of General Counsel
Attn: Kealey West
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

A party may change addresses for notice by providing notice to the other party as set forth herein.

In addition to any other notice requirements set forth in this Agreement, LMP shall maintain for the City any and all notices LMP receives related to the Permits or use of the City's Land for the Bank. In the event that there is a notice of consequence to the City-owned portion of the Bank such notice will be forwarded to the City.

23. **Assignment; Right of First Refusal.** LMP shall not assign or transfer its rights or obligations under this Agreement (including the Permits) in whole or in part without the prior written approval of City (which approval may not be unreasonably withheld). Notwithstanding the foregoing, the City entered into this Agreement as a result of LMP's experience and capability (financial and otherwise) to obtain the Permits and to perform this Agreement. Accordingly, it is reasonable for the City to withhold its consent to LMP's assignment of this Agreement (including the Permits) in the event the proposed assignee lacks comparable experience and/or capability (financial or otherwise) to perform this Agreement at the same or better standard than LMP. In addition to the foregoing, in the event LMP desires to assign or transfer this Agreement (including the Permits), LMP shall provide prior written notice to the City and provide the City a one hundred twenty (120) day right of first refusal to obtain the Permits on the same terms and conditions available to the proposed third party assignee. In the event the City fails to reply to such written notice within said one hundred twenty (120) day period, then the City shall be deemed to have rejected the offer set forth in the right of first refusal notice and LMP may proceed with assignment or transfer of this Agreement including the Permits (and so long as the City also approves the proposed assignee as set forth in this Paragraph 23, not to be unreasonably withheld) in accordance with the same terms set forth in the notice to the City (it being understood that any subsequent material change to such terms shall require LMP to provide another 120 day notice relating to the right of first refusal of the City). Nothing herein shall be deemed to allow LMP to surrender the Permits to the District without the

City's prior written consent, which may be withheld in the City's sole discretion, and in which event the City may elect to receive an assignment of the Permits in lieu of LMP's surrender of the Permits to the District.

24. **Security for Performance.** Pursuant to the requirements of the jurisdictional agencies, LMP shall furnish financial responsibility for its faithful performance of the construction and implementation and perpetual management of the Bank and payment for its activities on the City's Land in connection with the Permits.
25. **Public Records.** Pursuant to § 119.0701(b)(2), Florida Statutes, LMP is required to comply with public records laws. Specifically, LMP is required to:
 1. Keep and maintain public records required by the City to perform the services under this Agreement.
 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if LMP does not transfer the records to the public agency.
 4. Upon completion of this Agreement, transfer, at no cost, to the City all public records in its possession or keep and maintain public records required by the City to perform the service. If LMP transfers all public records to the City upon completion of the Agreement, LMP shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LMP keeps and maintains public records upon completion of the Agreement, LMP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF LMP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FL 32202.

26. **Miscellaneous.**

- (a) This Agreement shall be interpreted and enforced in accordance with the laws of Florida, and it shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Venue for any action arising out of this Agreement shall lie exclusively in the jurisdictional courts in and for Duval County, Florida.
- (b) Time is of the essence with regard to all dates or times set forth in this Agreement.
- (c) This Agreement shall not be construed more strongly against either party regardless of which party was more responsible for its preparation.
- (d) In the event of any litigation arising out of this Agreement or the transactions contemplated herein, the prevailing party will be entitled to recover its reasonable attorney's and paralegal fees and costs from the non-prevailing party (as determined by a final judgment, including any appeal, any bankruptcy, or in post judgment collection).
- (e) Should any provision of this Agreement be determined by the Courts to be illegal or in conflict with any laws of the State of Florida or of the United States Government, the remaining provisions shall not be impaired, and such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of LMP and the City in accordance with applicable law. The remainder of this Agreement shall remain valid and in full force and effect.
- (f) Failure by either party to insist upon strict performance of any of the provisions hereof or failure or delay by either party in exercising any rights or remedies provided herein or by law, the payment in whole or in part for services hereunder or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party of any of its obligations hereunder, shall not be deemed a waiver of the rights of either party to insist upon strict performance hereof or of any of either party's rights or remedies under this Agreement or by law and shall not operate as a waiver of any of the provisions hereof. A waiver by either of the parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant in this Agreement. Except as otherwise expressly provided in this Agreement, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.
- (g) Nothing set forth in any provision of this Agreement shall mean or be construed that the City has waived the provisions of Section 768.28, Florida Statutes, regarding the City's sovereign immunity.
- (h) This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties. This Agreement represents the entire agreement between the parties.

- (i) The paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- (j) LMP is, and shall at all times be, an independent contractor under this Agreement and not an agent of the City. Nothing in this Agreement nor any actions taken by or arrangements entered into between the parties in accordance with the provisions of this Agreement shall be construed as or deemed to create as to the parties any partnership or joint venture. This Agreement is entered into solely between, and may be enforced only by, LMP and the City, and this Agreement shall not be deemed to create any rights in third parties.
- (k) Nothing herein provides LMP any interest in or title to the City's Land (excluding, however, any personal property, equipment, supplies, vehicles, tools, and similar removable items of LMP), and the City shall maintain title, possession and control of the City's Land and all such permanent improvements made thereupon during this Agreement.
- (l) Except where expressly provided as being in the discretion of a party, where agreement, approval, acceptance, consent, or similar action by either party is required under this Agreement, such action shall not be unreasonably delayed or withheld. An approval or consent given by a party under this Agreement shall not relieve the other party from responsibility for complying with the requirements of this Agreement, nor shall it be construed as a waiver of any rights under this Agreement, except as and to the extent otherwise expressly provided in such approval or consent.
- (m) Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement, including but not limited to those provisions relating to LMP's indemnification obligations, shall survive any termination or expiration of this Agreement and continue in full force and effect.
- (n) All media releases, public announcements, and similar public disclosures by either party relating to this Agreement or the subject matter of this Agreement, including promotional or marketing material, shall be coordinated with and approved by the other party prior to release.
- (o) The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3, of the Code of Federal Regulations, the Listing of Employment openings for Veterans Clause in Title 41, Part 50-250.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250 of the Code of Federal Regulations are incorporated herein by reference if applicable and to the extent applicable. If LMP is exempt from any of the above cited terms, then LMP agrees to provide to the City written evidence of such exempt status.

(p) The Effective Date of this Agreement is the date on which the later of the City or LMP sign this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date set forth below.

ATTEST:

THE CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny B. Curry, Mayor

Date: _____

WITNESS:

LOBLOLLY MITIGATION PRESERVE, LLC

By: _____

By: Florida Mitigation Providers, L.L.C., a
Florida limited liability company

Name: _____

By: Cheyenne Environmental, LLC, a
Florida limited liability company

Date: _____

By: _____

Its: _____

Date: _____

Form Approved:

By: _____
Office of General Counsel

EXHIBIT A
Legal Description

PARCEL A:

A PARCEL OF LAND BEING A PORTION OF SECTIONS 1, 2, 3, 10, 11, 12, 13, 14, 23 AND 24, ALL LYING IN TOWNSHIP 3 SOUTH, RANGE 23 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 13; THENCE SOUTH 89°44'00" EAST, ALONG THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 1791.27 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED AS PARCEL "B" IN DEED RECORDED IN OFFICIAL RECORDS VOLUME 9599, PAGE 1735 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, AND TO THE POINT OF BEGINNING; THENCE SOUTH 16°07'08" WEST, ALONG SAID WESTERLY LINE, A DISTANCE 11052.70 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED SECTION 23; THENCE NORTH 89°06'08" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 3888.73 FEET TO THE APPROXIMATE CENTERLINE OF A 20 FOOT, MORE OR LESS, GRADED ROAD KNOWN AS SLADE ROAD (A PRIVATE ROAD); THENCE NORTHERLY, ALONG SAID APPROXIMATE CENTERLINE THE FOLLOWING 50 COURSES:

- (1) THENCE NORTH 35°22'27" EAST, A DISTANCE OF 415.89 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (2) THENCE NORTH 31°11'07" EAST, A DISTANCE OF 105.58 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (3) THENCE NORTH 20°55'18" EAST, A DISTANCE OF 94.13 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (4) THENCE NORTH 08°33'02" EAST, A DISTANCE OF 1325.73 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (5) THENCE NORTH 09°02'01" EAST, A DISTANCE OF 509.97 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (6) THENCE NORTH 06°38'19" EAST, A DISTANCE OF 111.93 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (7) THENCE NORTH 02°11'32" EAST, A DISTANCE OF 66.28 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (8) THENCE NORTH 02°47'00" WEST, A DISTANCE OF 1069.28 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (9) THENCE NORTH 06°33'10" WEST, A DISTANCE OF 227.15 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (10) THENCE NORTH 12°19'19" WEST, A DISTANCE OF 164.33 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (11) THENCE NORTH 18°48'02" WEST, A DISTANCE OF 286.07 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (12) THENCE NORTH 23°11'33" WEST, A DISTANCE OF 87.79 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (13) THENCE NORTH 26°59'59" WEST, A DISTANCE OF 492.68 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

- (14) THENCE NORTH 23°28'22" WEST, A DISTANCE OF 283.12 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (15) THENCE NORTH 20°01'28" WEST, A DISTANCE OF 99.71 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (16) THENCE NORTH 14°58'03" WEST, A DISTANCE OF 96.60 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (17) THENCE NORTH 07°15'35" WEST, A DISTANCE OF 71.28 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (18) THENCE NORTH 09°40'59" EAST, A DISTANCE OF 66.65 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (19) THENCE NORTH 16°52'38" EAST, A DISTANCE OF 340.81 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (20) THENCE NORTH 22°46'13" EAST, A DISTANCE OF 873.14 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (21) THENCE NORTH 18°04'29" EAST, A DISTANCE OF 281.86 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (22) THENCE NORTH 22°17'55" EAST, A DISTANCE OF 255.59 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (23) THENCE NORTH 23°39'59" EAST, A DISTANCE OF 917.53 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (24) THENCE NORTH 19°21'59" EAST, A DISTANCE OF 428.22 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (25) THENCE NORTH 14°13'00" EAST, A DISTANCE OF 101.43 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (26) THENCE NORTH 00°52'29" EAST, A DISTANCE OF 85.71 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (27) THENCE NORTH 02°10'09" WEST, A DISTANCE OF 352.91 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (28) THENCE NORTH 02°17'28" EAST, A DISTANCE OF 274.96 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (29) THENCE NORTH 50°09'44" EAST, A DISTANCE OF 96.95 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (30) THENCE NORTH 56°58'33" EAST, A DISTANCE OF 99.42 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (31) THENCE NORTH 64°16'54" EAST, A DISTANCE OF 97.61 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (32) THENCE NORTH 67°10'09" EAST, A DISTANCE OF 344.93 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (33) THENCE NORTH 65°59'39" EAST, A DISTANCE OF 242.39 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(34) THENCE NORTH 64°56'28" EAST, A DISTANCE OF 549.46 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(35) THENCE NORTH 47°38'19" EAST, A DISTANCE OF 68.13 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(36) THENCE NORTH 23°30'56" EAST, A DISTANCE OF 68.00 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(37) THENCE NORTH 16°33'06" EAST, A DISTANCE OF 284.36 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(38) THENCE NORTH 18°03'26" EAST, A DISTANCE OF 68.44 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(39) THENCE NORTH 28°04'12" EAST, A DISTANCE OF 67.59 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(40) THENCE NORTH 31°46'32" EAST, A DISTANCE OF 272.22 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(41) THENCE NORTH 35°53'41" EAST, A DISTANCE OF 94.90 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(42) THENCE NORTH 42°35'16" EAST, A DISTANCE OF 573.29 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(43) THENCE NORTH 41°43'42" EAST, A DISTANCE OF 187.58 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(44) THENCE NORTH 39°48'13" EAST, A DISTANCE OF 154.70 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(45) THENCE NORTH 04°47'27" EAST, A DISTANCE OF 92.38 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(46) THENCE NORTH 02°28'17" WEST, A DISTANCE OF 120.12 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(47) THENCE NORTH 13°10'05" WEST, A DISTANCE OF 133.23 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(48) THENCE NORTH 16°34'24" WEST, A DISTANCE OF 252.38 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(49) THENCE NORTH 12°48'50" WEST, A DISTANCE OF 91.88 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(50) THENCE NORTH 03°53'39" WEST, A DISTANCE OF 316.83 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508

AT THE INTERSECTION WITH THE APPROXIMATE CENTERLINE OF A 20 FOOT, MORE OR LESS, GRADED ROAD KNOWN AS EAST FIFTEEN ROAD (A PRIVATE ROAD); THENCE WESTERLY, ALONG SAID APPROXIMATE CENTERLINE THE FOLLOWING 27 COURSES:

(1) THENCE NORTH 89°13'14" WEST, A DISTANCE OF 100.19 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

- (2) THENCE SOUTH 84°51'53" WEST, A DISTANCE OF 274.48 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (3) THENCE SOUTH 82°56'49" WEST, A DISTANCE OF 201.24 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (4) THENCE SOUTH 80°23'22" WEST, A DISTANCE OF 119.61 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (5) THENCE SOUTH 78°41'50" WEST, A DISTANCE OF 230.82 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (6) THENCE SOUTH 77°42'35" WEST, A DISTANCE OF 460.96 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (7) THENCE SOUTH 80°37'17" WEST, A DISTANCE OF 93.38 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (8) THENCE SOUTH 88°11'20" WEST, A DISTANCE OF 96.22 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (9) THENCE NORTH 86°42'44" WEST, A DISTANCE OF 96.05 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (10) THENCE NORTH 84°34'21" WEST, A DISTANCE OF 97.42 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (11) THENCE NORTH 81°54'05" WEST, A DISTANCE OF 607.98 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (12) THENCE NORTH 79°59'46" WEST, A DISTANCE OF 201.90 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (13) THENCE NORTH 76°05'43" WEST, A DISTANCE OF 305.47 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (14) THENCE NORTH 75°14'51" WEST, A DISTANCE OF 630.06 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (15) THENCE NORTH 76°59'35" WEST, A DISTANCE OF 314.70 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (16) THENCE NORTH 78°13'37" WEST, A DISTANCE OF 1782.72 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (17) THENCE NORTH 81°11'55" WEST, A DISTANCE OF 160.13 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (18) THENCE SOUTH 88°26'30" WEST, A DISTANCE OF 108.53 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (19) THENCE SOUTH 76°25'07" WEST, A DISTANCE OF 96.28 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (20) THENCE SOUTH 66°02'57" WEST, A DISTANCE OF 103.24 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (21) THENCE SOUTH 59°58'14" WEST, A DISTANCE OF 636.63 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(22) THENCE SOUTH 62°17'36" WEST, A DISTANCE OF 96.22 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(23) THENCE SOUTH 66°57'26" WEST, A DISTANCE OF 97.82 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(24) THENCE SOUTH 74°12'32" WEST, A DISTANCE OF 96.69 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(25) THENCE SOUTH 84°03'24" WEST, A DISTANCE OF 97.78 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(26) THENCE NORTH 89°26'58" WEST, A DISTANCE OF 96.89 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(27) THENCE NORTH 86°06'08" WEST, A DISTANCE OF 97.48 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508 ON THE EASTERLY RIGHT-OF-WAY LINE OF A C.S.X. TRANSPORTATION RIGHT-OF-WAY (A 200 FOOT RIGHT-OF-WAY AT THIS POINT);

THENCE NORTH 19°02'24" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5950.76 FEET TO AN ANGLE POINT; THENCE NORTH 24°38'05" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 3508.80 FEET TO AN ANGLE POINT; THENCE NORTH 18°54'36" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 52.03 FEET, TO A POINT ON THE NORTH LINE OF THE AFOREMENTIONED SECTION 3; THENCE NORTH 89°36'41" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 290.84 FEET TO THE NORTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 89°54'37" EAST, ALONG THE NORTH LINE OF THE AFOREMENTIONED SECTION 2, A DISTANCE OF 5243.45 FEET TO THE NORTHEAST CORNER OF SAID SECTION 2; THENCE SOUTH 00°02'17" WEST, ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 611.06 FEET TO A POINT IN THE APPROXIMATE CENTERLINE OF A 15 FOOT, MORE OR LESS, GRADED ROAD KNOWN AS MULBERRY BAY ROAD (A PRIVATE ROAD); THENCE WESTERLY, ALONG SAID APPROXIMATE CENTERLINE THE FOLLOWING 6 COURSES:

(1) THENCE NORTH 79°59'27" WEST, A DISTANCE OF 51.84 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(2) THENCE SOUTH 88°42'38" WEST, A DISTANCE OF 66.39 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(3) THENCE SOUTH 84°23'51" WEST, A DISTANCE OF 87.26 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(4) THENCE SOUTH 77°39'26" WEST, A DISTANCE OF 66.17 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(5) THENCE SOUTH 72°10'17" WEST, A DISTANCE OF 77.44 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(6) THENCE SOUTH 68°03'05" WEST, A DISTANCE OF 324.47 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508 AT THE INTERSECTION WITH THE APPROXIMATE CENTERLINE OF A 15 FOOT, MORE OR LESS, GRADED ROAD KNOWN AS BARK ROAD (A PRIVATE ROAD);

THENCE SOUTHERLY, ALONG SAID APPROXIMATE CENTERLINE THE FOLLOWING 4 COURSES:

(1) THENCE SOUTH 15°02'27" EAST, A DISTANCE OF 535.77 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(2) THENCE SOUTH 13°38'37" EAST, A DISTANCE OF 735.11 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(3) THENCE SOUTH 14°32'54" EAST, A DISTANCE OF 467.50 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(4) THENCE SOUTH 12°29'02" EAST, A DISTANCE OF 31.33 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

THENCE NORTH 90°00'00" EAST, LEAVING SAID APPROXIMATE CENTERLINE. A DISTANCE OF 3077.92 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF YELLOW WATER ROAD, STATE ROAD S-217 (AN 80 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 19°59'58" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 493.96 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1186.95 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 8°41'33", A DISTANCE OF 180.07 FEET TO A POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°20'45" EAST, 179.90 FEET; THENCE SOUTH 28°41'31" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1166.72 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED AS PARCEL D-1 IN DEED RECORDED IN OFFICIAL RECORDS VOLUME 5615, PAGE 1887 OF THE PUBLIC RECORDS OF DUVAL COUNTY; THENCE SOUTH 16°06'35" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 3661.68 FEET TO THE NORTHEAST CORNER OF THE AFOREMENTIONED LANDS DESCRIBED AS PARCEL "B" IN DEED RECORDED IN OFFICIAL RECORDS VOLUME 9599, PAGE 1735 OF SAID PUBLIC RECORDS OF DUVAL COUNTY; THENCE NORTH 73°53'25" WEST, ALONG THE NORTHERLY LINE OF SAID LANDS, A DISTANCE OF 50.76 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE SOUTH 16°07'08" WEST, ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 3032.06 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 3,201.63 ACRES, MORE OR LESS.

PARCEL C

A PARCEL OF LAND BEING A PORTION OF SECTIONS 12, 13, 23 AND 24, TOWNSHIP 3 SOUTH, RANGE 23 EAST AND A PORTION OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 24 EAST, ALL LYING IN DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 00°28'50" WEST, ALONG THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 5351.25 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 00°39'55" WEST, ALONG THE EAST LINE OF THE AFOREMENTIONED SECTION 24, A DISTANCE OF 1325.41 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 19; THENCE NORTH 87°52'34" EAST, ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4, A DISTANCE OF 2581.20 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF YELLOW WATER ROAD, STATE ROAD S-217 (AN 80 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 00°27'16" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1292.80 FEET TO A POINT LYING ON A LINE DESCRIBED IN A BOUNDARY LINE AGREEMENT RECORDED IN OFFICIAL RECORDS VOLUME 3296, PAGE 760 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY; THENCE WEST AND SOUTH ALONG SAID LINE DESCRIBED IN BOUNDARY LINE AGREEMENT, THE FOLLOWING 4 COURSES:

(1) SOUTH 89°40'42" WEST, A DISTANCE OF 1260.15 FEET;

(2) SOUTH 00°01'48" EAST, A DISTANCE OF 1308.73 FEET;

(3) NORTH 89°50'26" WEST, A DISTANCE OF 1311.02 FEET;

(4) SOUTH 00°30'11" WEST, A DISTANCE OF 1298.84 FEET TO A 3"X3" CONCRETE MONUMENT WITH A ALUMINUM PLATE;

THENCE NORTH 89°30'21" WEST, LEAVING SAID LINE DESCRIBED IN BOUNDARY LINE AGREEMENT, A DISTANCE OF 658.69 FEET TO A 1/2" IRON PIPE & CAP STAMPED LBD1380; THENCE SOUTH 00°28'53" WEST, A DISTANCE OF 167.73 FEET TO A 4"x4" CONCRETE MONUMENT WITH BRASS DISK STAMPED LB6508 IN THE SOUTH LINE OF SAID SECTION 24; THENCE NORTH 89°40'35" WEST, ALONG THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 4688.73 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE NORTH 89°06'08" WEST, ALONG THE SOUTH LINE OF AFOREMENTIONED SECTION 23, A DISTANCE OF 689.97 FEET TO A POINT ON THE EASTERLY LINE OF THOSE LANDS

DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS VOLUME 3444, PAGE 472 OF SAID PUBLIC RECORDS; THENCE NORTH 16°06'35" EAST, ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 11057.46 FEET TO THE NORTHEAST CORNER OF SAID LANDS, SAID POINT ALSO LYING ON THE NORTH LINE OF THE AFOREMENTIONED SECTION 13; THENCE CONTINUE NORTH 16°06'35" EAST, ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 3491, PAGE 335 OF SAID PUBLIC RECORDS, A DISTANCE OF 1403.65 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 12; THENCE SOUTH 00°07'40" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1102.83 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED AS PARCEL 1 IN DEED RECORDED IN OFFICIAL RECORDS VOLUME 10753, PAGE 479, OF SAID CURRENT PUBLIC RECORDS; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LANDS, THE FOLLOWING 2 COURSES:

(1) THENCE NORTH 85°48'11" EAST, A DISTANCE OF 1114.23 FEET;

(2) THENCE SOUTH 83°30'54" EAST, A DISTANCE OF 1534.50 FEET TO THE SOUTHEAST CORNER OF SAID LANDS AND TO A POINT ON THE EAST LINE OF THE AFOREMENTIONED SECTION 12; THENCE SOUTH 00°02'06" WEST, ALONG SAID EAST LINE OF SECTION 12, A DISTANCE OF 168.00 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 1,238.53 ACRES, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING FROM PARCEL C:

PARK SITE, PARCEL 2

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 23 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE NORTH 89°22'05" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 1316.10 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO LYING ON A LINE DESCRIBED IN A BOUNDARY LINE AGREEMENT RECORDED IN OFFICIAL RECORDS VOLUME 10753, PAGE 472, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE CONTINUE NORTH 89°22'05" WEST ALONG SAID LINE, A DISTANCE OF 939.12 FEET TO A POINT ON THE EASTERLY LINE OF THOSE LANDS DESCRIBED AS PARCEL "A" IN DEED RECORDED IN OFFICIAL RECORDS VOLUME 4114, PAGE 294 OF SAID PUBLIC RECORDS; THENCE NORTH 16°06'35" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 1198.27 FEET TO A POINT; THENCE NORTH 89°40'30" EAST, A DISTANCE OF 67.77 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED AS PARCEL "A" IN DEED RECORDED IN OFFICIAL RECORDS VOLUME 9599, PAGE 1735 OF SAID PUBLIC RECORDS; THENCE SOUTH 16°06'35" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 1132.99 FEET TO THE SOUTHWESTERLY CORNER OF SAID LANDS; THENCE SOUTH 73°53'25" EAST, ALONG THE SOUTHERLY LINE OF SAID LANDS, A DISTANCE OF 49.17 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS; THENCE NORTH 16°06'56" EAST, ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 1147.53 FEET TO A POINT; THENCE NORTH 89°40'30" EAST, A DISTANCE OF 489.08 FEET TO A POINT ON THE EAST LINE OF THE AFOREMENTIONED SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12; THENCE SOUTH 00°04'54" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1165.02 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 19.29 ACRES, MORE OR LESS. SAID DESCRIBED LANDS CONTAINING A TOTAL OF 500.00 ACRES, MORE OR LESS.

PARCEL D

A PARCEL OF LAND BEING A PORTION OF FARMS 2, 3, 4, 5, 6, 7, 8, AND 10 OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 23 EAST, MAXVILLE FARMS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 94 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 26; THENCE SOUTH 89°06'08" EAST, ALONG THE NORTH LINE OF SAID SECTION 26, A DISTANCE OF 195.29 FEET TO A 1/2" IRON PIPE & CAP, STAMPED LB6508, IN THE APPROXIMATE CENTERLINE OF A 20 FOOT, MORE OR LESS, GRADED ROAD KNOWN AS SLADE ROAD (A PRIVATE ROAD); THENCE SOUTH 30°20'37" WEST, ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 17.23 FEET TO THE SOUTH LINE OF A 15 FOOT ROADWAY, ACCORDING TO THE AFOREMENTIONED PLAT OF MAXVILLE FARMS,

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AND TO THE POINT OF BEGINNING; THENCE SOUTH 89°06'08" EAST, ALONG SAID SOUTH LINE. A DISTANCE OF 3893.12 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED AS PARCEL "B" IN DEED RECORDED IN OFFICIAL RECORDS VOLUME 9599, PAGE 1735 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE SOUTHERLY, ALONG SAID WESTERLY LINE, THE FOLLOWING 4 COURSES:

- (1) THENCE SOUTH 16°07'08" WEST, A DISTANCE OF 687.92 FEET;
- (2) THENCE NORTH 73°52'34" WEST, A DISTANCE OF 49.89 FEET;
- (3) THENCE SOUTH 16°07'25" WEST, A DISTANCE OF 232.71 FEET;
- (4) THENCE SOUTH 52°10'22" EAST, A DISTANCE OF 119.86 FEET TO A 1/2" IRON PIPE & CAP, STAMPED LB6508, IN THE APPROXIMATE CENTERLINE OF A 20 FOOT, MORE OR LESS, GRADED ROAD KNOWN AS PENNY ROAD (A PRIVATE ROAD);

THENCE WESTERLY, ALONG SAID APPROXIMATE CENTERLINE THE FOLLOWING 8 COURSES:

- (1) THENCE NORTH 87°08'56" WEST, A DISTANCE OF 781.83 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (2) THENCE NORTH 83°15'12" WEST, A DISTANCE OF 188.94 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (3) THENCE NORTH 78°25'22" WEST, A DISTANCE OF 183.83 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (4) THENCE NORTH 76°45'49" WEST, A DISTANCE OF 517.51 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (5) THENCE NORTH 72°02'13" WEST, A DISTANCE OF 113.03 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (6) THENCE NORTH 88°23'19" WEST, A DISTANCE OF 111.14 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (7) THENCE SOUTH 76°11'54" WEST, A DISTANCE OF 78.77 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;
- (8) THENCE SOUTH 70°38'19" WEST, A DISTANCE OF 74.06 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

THENCE SOUTH 61°05'38" WEST, LEAVING SAID APPROXIMATE CENTERLINE, A DISTANCE OF 1137.74 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508; THENCE NORTH 47°24'44" WEST, A DISTANCE OF 266.09 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508; THENCE NORTH 58°55'52" WEST, A DISTANCE OF 257.35 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508; THENCE NORTH 73°43'22" WEST, A DISTANCE OF 346.64 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508; THENCE NORTH 60°48'01" WEST, A DISTANCE OF 117.77 FEET TO A POINT ON THE EAST LINE OF A 30 FOOT ROADWAY ACCORDING TO SAID PLAT OF MAXVILLE FARMS; THENCE NORTH 00°38'00" EAST, ALONG SAID EAST LINE, A DISTANCE OF 223.62 FEET TO A 1/2" IRON PIPE & CAP, STAMPED LB6508, IN THE APPROXIMATE CENTERLINE OF AFOREMENTIONED SLADE ROAD; THENCE NORTH 14°07'19" EAST, ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 611.63 FEET; THENCE NORTH 26°29'34" EAST, ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 66.69 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 84.71 ACRES, MORE OR LESS.

PARCEL E

A PARCEL OF LAND BEING A PORTION OF FARMS 1 AND 2 OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 23 EAST, MAXVILLE FARMS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK

3, PAGE 94, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 00°03'42" WEST, ALONG THE EAST LINE OF SAID SECTION 26, A DISTANCE OF 15.00 FEET TO A POINT; THENCE NORTH 89°06'08" WEST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 26, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°03'42" WEST, ALONG THE WEST LINE OF A 30 FOOT ROADWAY ACCORDING TO THE AFOREMENTIONED PLAT OF MAXVILLE FARMS, A DISTANCE OF 1027.37 FEET TO A POINT IN THE APPROXIMATE CENTERLINE OF A 20 FOOT, MORE OR LESS, GRADED ROAD KNOWN AS PENNY ROAD (A PRIVATE ROAD); THENCE NORTH 85°20'02" WEST, ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 624.59 FEET, TO A POINT ON THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED IN EXHIBIT "A" AS PARCEL "D-3" IN DEED RECORDED IN OFFICIAL RECORDS VOLUME 5615, PAGE 1887 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE, THE FOLLOWING 3 COURSES:

(1) NORTH 52°10'22" WEST, A DISTANCE OF 282.34 FEET;

(2) SOUTH 16°06'35" WEST, A DISTANCE OF 64.91 FEET;

(3) NORTH 73°53'25" WEST, A DISTANCE OF 65.00 FEET TO A POINT ON THE EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS VOLUME 3444, PAGE 472 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY; THENCE NORTH 16°06'35" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 893.46 FEET TO A POINT ON THE SOUTH LINE OF A 15 FOOT ROADWAY ACCORDING TO SAID PLAT OF MAXVILLE FARMS; THENCE SOUTH 89°06'08" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 679.26 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 18.16 ACRES, MORE OR LESS.

PARCEL F

A PARCEL OF LAND BEING ALL OF FARMS 4, 5, 6 AND A PORTION OF FARMS 2, 3, 7, 8, 10, 11, 12, 13, 14, SECTION 25, MAXVILLE FARMS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 94, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE SOUTH 00°03'42" WEST, ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 15.00 FEET TO A POINT; THENCE SOUTH 89°40'35" EAST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°40'35" EAST, ALONG THE SOUTH LINE OF A 15 FOOT ROADWAY ACCORDING TO THE AFOREMENTIONED PLAT OF MAXVILLE FARMS, A DISTANCE OF 4617.93 FEET TO THE NORTHEAST CORNER OF SAID FARM 2; THENCE SOUTH 00°20'31" WEST, ALONG THE EAST LINE OF SAID FARM 2, A DISTANCE OF 474.10 FEET TO A POINT; THENCE SOUTH 89°40'41" WEST, A DISTANCE OF 209.25 TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 9308, PAGE 480 OF SAID PUBLIC RECORDS; THENCE NORTH 89°30'02" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 212.76 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE SOUTH 00°27'18" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 676.13 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF NORMANDY BOULEVARD, STATE ROAD 228 (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 60°22'56" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1287.46 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 5682.26 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 19°01'33", A DISTANCE OF 1886.86 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508, LYING IN THE APPROXIMATE CENTERLINE OF A 20 FOOT, MORE OR LESS, GRADED ROAD KNOWN AS MOSELY ROAD (A PRIVATE ROAD), SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 69°53'42" WEST, 1878.20 FEET; THENCE NORTH 06°53'50" WEST, ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 1397.63 FEET TO A 1/2" IRON PIPE & CAP, STAMPED LB6508, AT THE INTERSECTION WITH THE APPROXIMATE CENTERLINE OF A 20 FOOT, MORE OR LESS, GRADED ROAD KNOWN AS PENNY ROAD (A PRIVATE ROAD); THENCE ALONG SAID APPROXIMATE CENTERLINE THE FOLLOWING 2 COURSES:

(1) THENCE SOUTH 87°51'50" WEST, A DISTANCE OF 440.88 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508;

(2) THENCE NORTH 85°20'02" WEST, A DISTANCE OF 699.66 FEET TO A 1/2" IRON PIPE & CAP, STAMPED LB6508, IN THE EAST LINE OF A 30 FOOT ROADWAY ACCORDING TO THE AFOREMENTIONED PLAT OF MAXVILLE FARMS; THENCE NORTH 00°03'42" EAST, ALONG SAID EAST LINE, A DISTANCE 1029.50 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 165.28 ACRES, MORE OR LESS.

PLATTED ROADWAY PARCEL 2

A PARCEL OF LAND BEING A PORTION OF THE PLATTED RIGHTS OF WAY WITHIN SECTION 26, TOWNSHIP 3 SOUTH, RANGE 23 EAST, MAXVILLE FARMS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 94 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

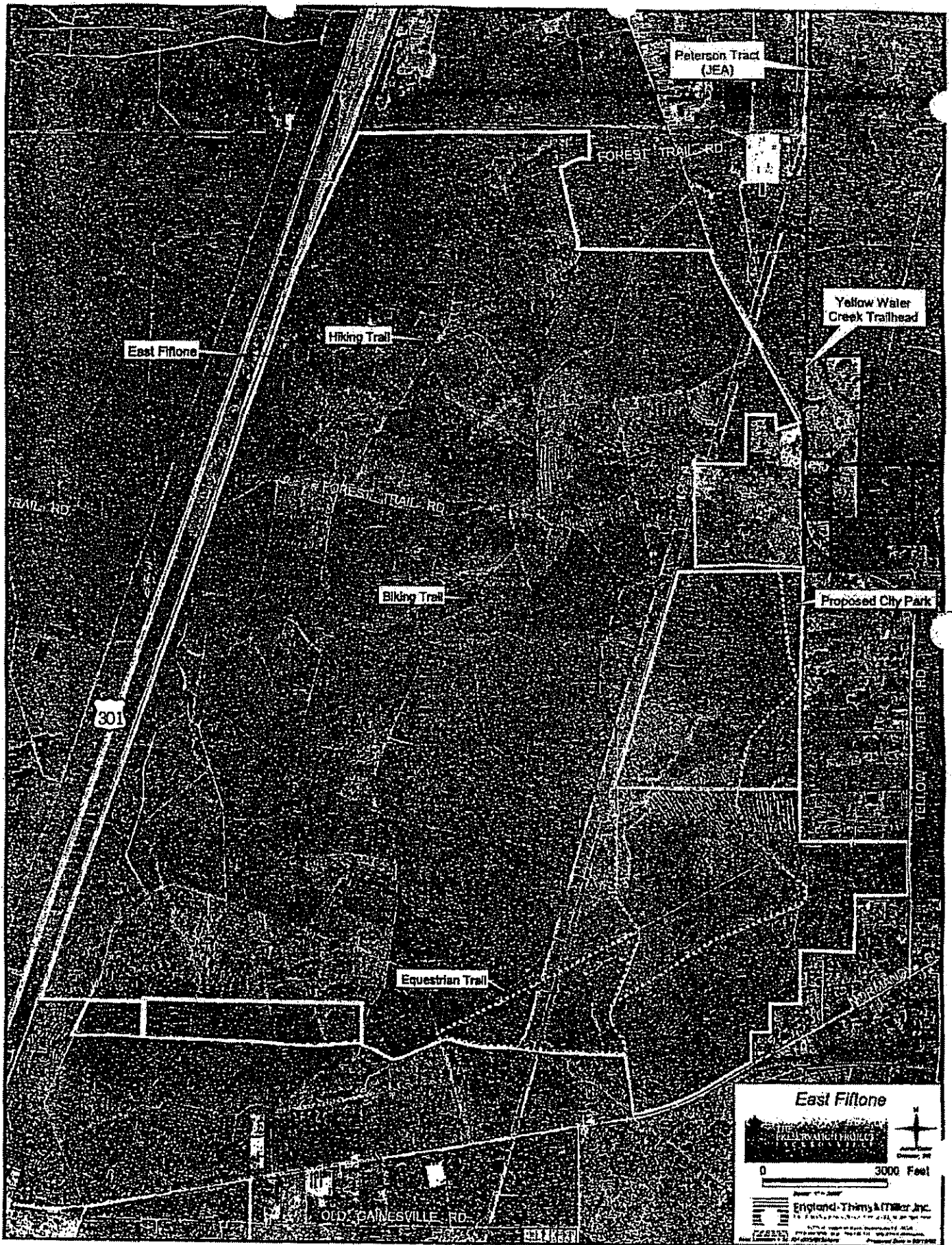
FOR A POINT OF COMMENCEMENT, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 26; THENCE SOUTH 89°06'08" EAST, ALONG THE NORTH LINE OF SAID SECTION 26 AND THE NORTH LINE OF A 15 FOOT ROADWAY ACCORDING TO THE AFOREMENTIONED PLAT OF MAXVILLE FARMS, A DISTANCE OF 195.29 FEET TO A 1/2" IRON PIPE & CAP, STAMPED LB6508, IN THE APPROXIMATE CENTERLINE OF A 20 FOOT, MORE OR LESS, GRADED ROAD KNOWN AS SLADE ROAD (A PRIVATE ROAD) AND TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°06'08" EAST, ALONG SAID NORTH LINE OF SAID SECTION 26 AND SAID NORTH LINE OF A 15 FOOT ROADWAY, A DISTANCE OF 3888.73 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED AS PARCEL "B" IN DEED RECORDED IN OFFICIAL RECORDS VOLUME 9599, PAGE 1735 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE SOUTH 16°07'08" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 15.55 TO THE SOUTH LINE OF THE AFOREMENTIONED 15 FOOT ROADWAY; THENCE NORTH 89°06'08" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 3893.12 FEET TO A 1/2" IRON PIPE & CAP STAMPED LB6508 ON THE AFOREMENTIONED APPROXIMATE CENTERLINE OF SLADE ROAD; THENCE NORTH 30°20'37" EAST, ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 17.23 FEET POINT OF BEGINNING. SAID LANDS CONTAINING 1.34 ACRES, MORE OR LESS.

PLATTED ROADWAY PARCEL 3

A PARCEL OF LAND BEING A PORTION OF THE PLATTED RIGHTS OF WAY WITHIN SECTIONS 25 AND 26, TOWNSHIP 3 SOUTH, RANGE 23 EAST, MAXVILLE FARMS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 94 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE NORTH 89°06'08" WEST, ALONG THE NORTH LINE OF SAID SECTION 26, SAID LINE ALSO BEING THE NORTH LINE OF A 15 FOOT ROADWAY, ACCORDING TO SAID PLAT OF MAXVILLE FARMS, A DISTANCE OF 689.97 FEET TO A POINT ON THE EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS VOLUME 3444, PAGE 472 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY; THENCE SOUTH 16°06'35" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 15.54 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED 15 FOOT ROADWAY; THENCE, SOUTH 89°06'08" EAST, A DISTANCE OF 679.26 FEET TO A POINT ON THE WEST LINE OF A 30 FOOT ROADWAY, ACCORDING TO SAID PLAT OF MAXVILLE FARMS; THENCE SOUTH 00°03'42" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1027.37 FEET TO A 1/2" IRON PIPE & CAP, STAMPED LB6508 IN THE APPROXIMATE CENTERLINE OF A 20 FOOT, MORE OR LESS, GRADED ROAD KNOWN AS PENNY ROAD (A PRIVATE ROAD); THENCE SOUTH 85°20'02" EAST, ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 30.10 FEET TO A POINT ON THE EAST LINE OF THE AFOREMENTIONED 30 FOOT ROADWAY; THENCE NORTH 00°03'42" EAST, ALONG SAID EAST LINE, A DISTANCE OF 1029.50 TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED 15 FOOT ROADWAY; THENCE SOUTH 89°40'35" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 4617.93 FEET TO THE NORTHEAST CORNER OF FARM 2, ACCORDING TO THE AFOREMENTIONED PLAT OF MAXVILLE FARMS; THENCE NORTH 00°20'31" EAST, A DISTANCE OF 15.00 FEET TO A POINT ON THE NORTH LINE OF AFOREMENTIONED SECTION 25, SAID LINE ALSO BEING THE NORTH LINE OF THE AFOREMENTIONED 15 FOOT ROADWAY, ACCORDING TO SAID PLAT OF MAXVILLE FARMS; THENCE NORTH 89°40'35" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 4633.00 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 2.54 ACRES, MORE OR LESS.

EXHIBIT A-1



SECURED NOTE

\$437,750.00

Jacksonville, Florida
_____, 2021

FOR VALUE RECEIVED, the undersigned, LOBLOLLY MITIGATION PRESERVE, LLC, a Florida limited liability company, whose address is 10175 Fortune Pkwy, Suite 1005, Jacksonville, FL 32256 (herein called "Loblolly"), hereby promises to pay to the order of the City of Jacksonville ("City of Jacksonville"), at the office of the City of Jacksonville at 117 West Duval Street, Jacksonville, Florida 32202, or such other place as the holder may designate in writing, the sum of FOUR HUNDRED THIRTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$437,750.00) or such lesser amount as may be outstanding from time to time, with interest thereon, at an annual rate of six percent per annum (6%).

THE ENTIRE PRINCIPAL, TOGETHER WITH ALL ACCRUED BUT UNPAID INTEREST, SHALL BE DUE AND PAYABLE ON THE FIFTH ANNIVERSARY DATE OF THIS SECURED NOTE.

The obligations of Loblolly hereunder are secured by the Pledge Agreement. In the event of a sale of Mitigation Credits (as defined in the Pledge Agreement), seventy percent (70%) of the net amount collected by Loblolly from each sale of any Mitigation Credits shall be payable to the City of Jacksonville within ten days of the receipt of the proceeds by Loblolly.

This Secured Note may be prepaid in whole or in part without penalty at any time. Any partial prepayment shall be applied first against accrued but unpaid interest, and then against outstanding principal.

If default be made in the payment of any amounts required to be paid under this Secured Note or if there exists any event of default under the Pledge Agreement, then the City of Jacksonville may, at its option, declare the entire principal balance and accrued interest to be immediately due and payable without notice, time being of the essence.

Loblolly waives demand, presentment, protest and notice of protest and dishonor and all other notices or requirements which might otherwise be necessary to bind Loblolly.

If Loblolly defaults under this Secured Note, it shall be obligated to pay all costs, including reasonable attorneys' fees, incurred by the holder in pursuing its remedies hereunder and under any instrument securing this Secured Note, including costs and fees on appeal and in insolvency proceedings.

This Secured Note shall be governed by the laws of Florida.

This Secured Note is made as of _____, 2021.

LOBLOLLY MITIGATION PRESERVE, LLC

By: Florida Mitigation Providers, L.L.C.

a Florida limited liability company

By: Cheyenne Environmental, LLC

a Florida limited liability company

By: _____

Its: _____

Exhibit B

PREPARED BY AND RETURN TO:
Gresham R. Stoneburner
Stoneburner Berry Purcell & Campbell, P.A.
200 West Forsyth Street, Suite 200
Jacksonville, FL 32202

PLEDGE OF MITIGATION CREDITS

THIS PLEDGE AGREEMENT, made as of _____, 2020, by LOBLOLLY MITIGATION PRESEVE, LLC, a Florida limited liability company, whose address is 10175 Fortune Pkwy, Suite 1005, Jacksonville, Florida 32256 (herein called “Loblolly”), to the City of Jacksonville, whose mailing address is 117 West Duval Street, Jacksonville, Florida 32202 (herein called “City of Jacksonville”).

RECITALS:

A. Loblolly and the City of Jacksonville have agreed that Loblolly owes the City of Jacksonville an amount equal to FOUR HUNDRED THIRTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$437,750), evidenced by the promissory note (the, “Promissory Note”) and secured as described herein.

B. Loblolly has received and will obtain mitigation credits (herein the “Mitigation Credits”) from St. Johns River Management District and the United States Army Corp of Engineers.

WITNESSETH:

1. Pledge. For value received, the sufficiency of which is hereby acknowledged, Loblolly hereby grants to City of Jacksonville, its successors and assigns, as security, Loblolly’s interest in the Mitigation Credits, and all rights and privileges of any nature thereunder accruing, for the purpose of providing additional security: (a) for payment of all sums now or at any time hereafter due City of Jacksonville as evidenced by the Promissory Note executed by Loblolly; (b) for any other amounts which may be added to the indebtedness under the terms of the Promissory Note; and (c) for performance and discharge of each obligation, covenant and agreement of Loblolly contained herein or contained in the Promissory Note (items (a) through (c) the “Obligations”).

2. Warranties by Loblolly. Loblolly warrants that:

a. There is no other pledge of any of its rights under the Mitigation Credits to any other person or entity.

b. Loblolly has done no act and has not committed to do any act which might prevent the City of Jacksonville from, or limit City of Jacksonville in, acting under any of the provisions herein.

c. Loblolly is not prohibited under any agreement with any other person or any judgment or decree from the execution and delivery of this Pledge of the Mitigation Credits and the performance of each and every covenant of Loblolly hereunder.

d. No action has been brought or threatened which would in any way interfere with the right of Loblolly to execute this Pledge Agreement and perform all of Loblolly’s obligations herein contained.

Exhibit C

3. Covenants. Loblolly agrees, so long as the Promissory Note is outstanding, that Loblolly will: (i) fulfill, perform and observe each and every condition and covenant of Loblolly contained hereunder; and (ii) not do any act prohibited by the terms of the Promissory Note.

4. Events of Default. The occurrence of any one of the following events shall constitute an event of default (“Event of Default”):

a. The failure by Loblolly to perform or observe any covenant of Loblolly contained in this Pledge Agreement, the Promissory Note, or any other instrument executed in connection with this Pledge Agreement; or

b. The failure of Loblolly to perform or observe any covenant to pay money contained in this Pledge Agreement or the Promissory Note, or any other instrument executed in connection with this Pledge Agreement.

Upon an Event of Default, the City of Jacksonville may exercise any of its remedies under this Pledge Agreement or the Promissory Note. If any Event of Default shall occur, the City of Jacksonville or the City of Jacksonville's designee may exercise all rights and remedies of a secured party under the Uniform Commercial Code. Without limiting the generality of the foregoing, the City of Jacksonville, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Loblolly (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Mitigation Credits, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or sell or otherwise dispose of and deliver said Mitigation Credits (or contract to do so), or any part thereof, at public or private sale or sales, at any exchange or at any of the City of Jacksonville’s offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without the assumption of any credit risk. Loblolly expressly acknowledge that private sales may be less favorable to a seller than public sales but that private sales shall nevertheless be deemed commercially reasonable and otherwise permitted hereunder.

The City of Jacksonville or the City of Jacksonville’s designee shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of said Mitigation Credits so sold, free of any right or equity of redemption, which equity of redemption Loblolly hereby releases. Any notification of intended disposition of any of the Mitigation Credits required by law will be deemed to be a reasonable authenticated notification of disposition if given at least ten (10) days prior to such disposition and such notice shall: (i) describe the City of Jacksonville and Loblolly, (ii) describe the Mitigation Credits that are the subject of the intended disposition, (iii) state the method of the intended disposition, (iv) state that Loblolly is entitled to an accounting of the Obligations, and (v) state the time and place of any public disposition or the time after which any private sale is to be made. The City of Jacksonville may disclaim any warranties that might arise in connection with the sale, lease or other disposition of the Mitigation Credits and has no obligation to provide any warranties at such time.

Loblolly also agree to pay all costs of the City of Jacksonville, including reasonable attorneys’ fees and expenses, incurred with respect to the collection of any of the Obligations or the enforcement of any of the City of Jacksonville’s rights hereunder.

The proceeds of any sale, disposition or other realization upon all or any part of the Mitigation Credits shall be distributed by The City of Jacksonville in the following order of priorities:

first, to the City of Jacksonville in an amount sufficient to pay in full the expenses of the City of Jacksonville in connection with such sale, disposition or other realization from the Mitigation Credits, including all expenses, liabilities and advances incurred or made by the City of Jacksonville in connection therewith, including reasonable attorneys' fees and expenses;

second, to the City of Jacksonville until the other Obligations are paid in full; and

finally, upon payment in full of all of the Obligations, to Loblolly, or its representatives.

5. Applicable Law and Exclusive Forum Selection. This Pledge Agreement has been executed and delivered in the State of Florida. The rights of all parties hereunder shall be governed and decided exclusively by the laws of the State of Florida, with reference to which the parties have made in the Promissory Note. Loblolly and the City of Jacksonville agree that any legal action, suit or proceeding relating to this Pledge Agreement, the transactions contemplated hereby, and the Obligations shall be instituted in the Circuit Court of the Fourth Judicial Circuit in and for Duval County, Florida, which shall be the exclusive jurisdiction and venue of said legal proceedings.

6. Definitions of Terminology and Construction.

a. The parties agree that wherever used in this Pledge Agreement, unless the context clearly indicates a contrary intent or unless otherwise specifically provided therein, the words "Loblolly" and "City of Jacksonville" shall include the heirs, representatives, successors and assigns of the parties hereto, and all those holding under either of them.

b. The pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

IN WITNESS WHEREOF, the Loblolly hereto has caused this Pledge to be executed and delivered on the date first set forth above.

LOBLOLLY MITIGATION PRESERVE, LLC

By: Florida Mitigation Providers, L.L.C.
a Florida limited liability company

By: Cheyenne Environmental, LLC
a Florida limited liability company

By: _____

Its: _____

Mutual General Release

In connection with the Amended and Restated Use Agreement (“the Agreement”), and the settlement of the action styled City of Jacksonville, Florida, Plaintiff vs. Loblolly Mitigation Preserve, LLC, Florida Mitigation Providers L.L.C., Nochaway Mitigation Preserve, LLC, Nochaway Mitigation Providers, LLC, Cheyanne Environmental LLC and Ernest E. Hale, III, Defendants, Case No. 16-2018-CA-001049, Division CV-F (the “Lawsuit”) and the Confidential Mediation Settlement Agreement entered into by the City of Jacksonville (the “City”) as Plaintiff, and Loblolly Mitigation Preserve LLC, (“LMP”), Florida Mitigation Preserve, L.L.C. (“FMP”), Nochaway Mitigation Preserve, LLC (“Nochaway Preserve”), Nochaway Mitigation Providers, LLC (“Nochaway Providers”), Cheyanne Environmental, LLC (“Cheyanne”) and Ernest E. Hale, III (“Hale”) as Defendants (the “Defendants”), the City on the one hand, and the Defendants on the other hand, hereby release and forever discharge each other and their predecessors, successors, and assigns, employees, shareholders, partners, managing members, officers, directors, agents, subsidiaries, divisions, and affiliates, from any and all claims, demands, actions and causes of action, of every kind and nature whatsoever, in law or in equity, whether known or unknown, including but not limited to, any claim arising out of or relating in any way to the transactions described in the Lawsuit which the City and the Defendants had, now have or which their heirs, executors, administrators, successors or assigns, or any of them, hereafter can, shall or may have, against each other or such parties’ predecessors, successors and assigns, employees, shareholders, partners, managing members, officers, directors, agents, subsidiaries, divisions and affiliates, for or by reason of any cause, matter, thing, action or inaction whatsoever, occurring prior to the Effective Date of the Agreement excepting only LMP and the City as to their obligations arising under the Agreement, which shall continue in full force and effect as a legal, valid and binding obligation of the City and LMP enforceable against each such party to the Agreement in accordance with its terms. For clarity, this Mutual General Release is not intended, and shall not, release any claims, rights or obligations that exist or may

Exhibit D

exist by and between the Defendants, which claims rights and obligations shall continue in full force and effect.

Within five (5) business days of the full execution of the Agreement, the City shall file a notice of voluntary dismissal of the Lawsuit with prejudice, with all parties to bear their own attorneys' fees and costs.

THE CITY OF JACKSONVILLE

LOBLOLLY MITIGATION PRESERVE, LLC

Print Name

Print Name

Date

Date

FLORIDA MITIGATION PROVIDERS L.L.C.

NOCHAWAY MITIGATION PRESERVE, LLC

Print Name

Print Name

Date

Date

NOCHAWAY MITIGATION PROVIDERS, LLC

CHEYANNE ENVIROMENTAL, LLC

Print Name

Print Name

Date

Date

ERNEST E. HALE, III

Print Name

Date

Exhibit D

Schedule 10

Calculation of City Set-Aside Credits as of Effective Date		
City Set-Aside Credits (Ratio) to be generated per the Original Agreement	384.00	Ratio
<u>Less:</u> City Set-Aside Credits (Ratio) generated and used by the City prior to conversion to UMAM	<u>(115.88)</u>	Ratio
City Set-Aside Credits (Ratio) remaining to be generated as of conversion to UMAM	268.12	Ratio
Conversion of Ratio to UMAM ¹	152.34	UMAM
<u>Less:</u> City Set-Aside Credits (UMAM) generated and used in Basin 4	<u>(30.11)</u>	UMAM
<u>Less:</u> City Set-Aside Credits (UMAM) generated and available in Basin 1	<u>(2.84)</u>	UMAM
<u>Less:</u> Basin 4 UMAM credits assigned from LMP net of City negative balance	<u>(20.90)</u>	UMAM
City Set-Aside Credits remaining to be generated as of the Effective Date	98.49	UMAM
City Set-Aside Credits available as of Effective Date	22.40 ²	UMAM
Estimated Number of City Excess Credits to be Generated		
Estimated UMAM credits remaining to be generated from City's Land	210.19 ³	UMAM
<u>Less:</u> City Set-Aside Credits (UMAM) remaining to be generated	<u>(98.49)</u>	UMAM
Estimated City Excess Credits to be generated	111.70	UMAM

¹ Conversion factor: 1 UMAM = 1.76 Ratio.

² Note: The purpose of the Settlement Agreement, including its monetary components, was, in part, to unwind certain credit sales in which LMP participated using "borrowed" City credits. LMP "repaid" those credits on its internal ledger by moving credits from its side of the ledger to the City's side of the ledger, resulting in a net increase of City credits. When these internal credit transfers were unwound in exchange for compensation, the City's Basin 4 UMAM credit balance as of the Effective Date would be negative -4.1 Basin 4 UMAM credits; however, LMP has already transferred these 4.1 credits from the 25 LMP Basin 4 credits required under the Settlement Agreement, resulting in a balance of 20.90 credits that remain to be transferred from LMP to the City. Currently, of the remaining 20.90 LMP Basin 4 UMAM credits to be transferred and treated as City Set-Aside Credits, LMP has 19.56 credits available for transfer to the City resulting in a positive balance of 19.56 Basin 4 UMAM City Set-Aside Credits as of the Effective Date. Additionally, as of the Effective Date there are 2.84 Basin 1 UMAM City Set-Aside Credits. Therefore, there will be a total of 22.40 UMAM City Set-Aside Credits available to the City as of the Effective Date. LMP will transfer the remaining 1.34 LMP Basin 4 UMAM credits to the City immediately upon the next credit release from the District.

³ Per release schedule District Permit Number 84706-7, September 16, 2015, at condition 27, 283.10 credits, less subsequent releases, of 1.38 Basin 1 and 71.53 Basin 4 UMAM credits.