

**PREPARED BY AND RETURN TO:**  
**S. ALLISTER FISHER, ESQ.**  
**RAYONIER INC.**  
**1 RAYONIER WAY**  
**WILDLIGHT, FLORIDA 32097**

**CROSS REFERENCE:**  
**INSTRUMENT NO. 201809538**  
**BOOK 2186 / PAGE 514**  
**RECORDED ON 03/28/2018**  
**NASSAU COUNTY, FL**

**INSTRUMENT NO. 201845034530**  
**BOOK 2235 / PAGE 1103**  
**RECORDED ON 11/08/2018**  
**NASSAU COUNTY, FL**

**SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR WILDER CREEK**

**THIS SECOND AMENDED AND RESTATED DECLARATION** is made effective March 26, 2018, by Raydient LLC dba Raydient Places + Properties LLC, a Delaware limited liability company, whose address is 1 Rayonier Way, Wildlight, Florida 32097 (hereinafter referred to as the "DECLARANT").

**RECITALS:**

**WHEREAS**, DECLARANT recorded that certain Declaration of Covenants, Conditions and Restrictions for Wilder Creek as recorded on March 28, 2018 under Instrument No. 201809538, in Book 2186, Page 514, as amended and restated by that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wilder Creek as recorded on November 8, 2018 under Instrument No. 201845034530, in Book 2235, Page 1103, both in the Official Records of Nassau County, Florida (collectively "ORIGINAL DECLARATION"); and

**WHEREAS**, DECLARANT is the owner of the real property situate, lying and being in Nassau County, Florida and described on **Exhibit A** attached hereto and made a part hereof ("PROPERTY"); and

**WHEREAS**, the PROPERTY is a community, known as "Wilder Creek", consisting of six (6) lots, which are approximately 5.54 acres to 20.07 acres in size. Each lot shall be used for either recreational, single family residential or agricultural purposes. No common areas, easements, accessways, utility, stormwater or any other improvements are made a part of this community or this DECLARATION; and

**WHEREAS**, DECLARANT desires to provide for the preservation and enhancement of the property values and quality of environment in the PROPERTY and for the general health, safety and welfare of the owners of the PROPERTY and, to this end, desires to subject the PROPERTY

to the covenants, conditions and restrictions hereinafter set forth, each of which shall be binding upon, and run with the title to, the PROPERTY; and

**WHEREAS**, DECLARANT desires to amend and supersede the ORIGINAL DECLARATION in its entirety.

**NOW, THEREFORE**, DECLARANT, for itself and its successors and assigns, declares that the PROPERTY is and shall be held, transferred, sold, conveyed, mortgaged and occupied subject to the covenants, conditions and restrictions hereinafter set forth, all of which shall run with title to the PROPERTY and shall be binding on, and inure to the benefit of, all parties having any right, title or interest in the PROPERTY, and their heirs, successors, and assigns.

### **ARTICLE I – INCORPORATION OF RECITALS**

The above Recitals are hereby incorporated in and form a part of this DECLARATION.

### **ARTICLE II – DEFINITIONS**

The following words shall be defined in this DECLARATION in this manner:

2.1 “COMMERCIAL USE” shall mean and be limited to use of any IMPROVEMENT on the PROPERTY or TRACT within the PROPERTY as a home office and/or for telecommuting work.

2.2 “IMPROVEMENTS” shall mean all man made things, objects, or structures constructed on, above, or below, any TRACT of the PROPERTY, including, without limitation, all buildings, parking surfaces, driveways, fences, screens, landscaping, utility services, grading, fill, excavation, drainage devices, and any other structures and features.

2.3 INTENTIONALLY DELETED.

2.4 “OWNER” shall mean the legal title holder of record of any TRACT (including DECLARANT), to include any natural person or legal person holding title as trustee, the heirs, legal representatives, successors, or assigns of any OWNER; and all other persons acquiring or succeeding to the title from DECLARANT hereafter by sale, grant, will, lease, foreclosure, execution, or any other legal manner of transfer of any interest therein.

2.5 “PROPERTY” shall mean the approximately 52.42 acres of land situate in Nassau County, Florida and as is more particularly described on **Exhibit A** attached hereto and which has been designated and named herein as “Wilder Creek”.

2.6 “TRACT” shall mean those lots, parcels or tracts within the PROPERTY, and as is more particularly described on **Exhibit A** hereto.

2.7 “RESIDENTIAL USE” shall mean a use by a person (defined as natural or legal) for one (1) dwelling unit on any TRACT as living quarters. For avoidance of doubt, RESIDENTIAL USE does not include multi-family occupancy or institutional property.

2.8 “RECREATIONAL USE” shall mean recreational activities, including, but not limited to, swimming, fishing and wildlife viewing or similar recreational activities permissible in accordance with any and all applicable laws, ordinances and regulations.

2.9 “AGRICULTURAL USE” shall mean the cultivation of crops, silviculture or livestock, and any other ancillary uses thereto in compliance with any and all applicable laws, ordinances and regulations.

3.0 “MOBILE HOME” shall mean any manufactured home, mobile home, modular home and house trailer.

### **ARTICLE III – PURPOSE**

The purpose of this DECLARATION is to impose the COVENANTS set forth herein on the PROPERTY and TRACTS within the PROPERTY to provide for and encourage the orderly development of the PROPERTY and TRACTS within the PROPERTY by and through a common scheme of development.

### **ARTICLE IV – USES AND RESTRICTIVE COVENANTS**

DECLARANT hereby declares that any and all construction of any IMPROVEMENT on the PROPERTY or on the TRACTS within the PROPERTY and any use of the PROPERTY hereafter shall be subject to these COVENANTS and comply in the following manner to wit:

4.1 Permitted Use: The PROPERTY and any TRACT within the PROPERTY shall be used solely for RESIDENTIAL, RECREATIONAL or AGRICULTURAL USES or a combination of said uses; provided, however COMMERCIAL USE shall be allowed upon prior written approval of DECLARANT. No use authorization herein contained or subsequently granted by DECLARANT shall be deemed a representation or warranty by DECLARANT that such uses are permitted under applicable zoning or other governmental ordinances.

4.2 Mobile Home: No MOBILE HOME will be permitted on any TRACT.

4.3 Traditional Homes: Single family residences shall have a minimum of 1,500 square feet exclusive of carports, porches and garages, and shall be completed within one (1) year of the date of issuance of the building permit by Nassau County.

4.4 Temporary Structures: Temporary IMPROVEMENTS shall be allowed only during a period of active construction on a TRACT and shall not exist on site longer than twelve (12) continuous months.

4.5 Setbacks: The minimum setback of any building, including, but not limited to, houses, barns, sheds, etc., shall be one hundred feet (100') from the front, twenty-five feet (25') from the rear, and fifteen feet (15') from the side lines of a TRACT or in accordance with the applicable zoning regulations of Nassau County, Florida should such minimum setbacks established by the County be more restrictive than those stated herein.

4.6 Maintenance Standards: Each OWNER shall keep all IMPROVEMENTS on any TRACT in a reasonably safe, clean, maintained, neat condition and shall comply in all material respects with governmental statutes, ordinances, regulations and all health, police and fire protection requirements. No IMPROVEMENT on any TRACT shall be permitted by the OWNER of such TRACT to fall into disrepair, and each IMPROVEMENT shall at all times be kept in good condition and repair, properly maintained and adequately painted or otherwise finished.

4.7 Fencing: Each OWNER may install fencing around the perimeter boundary line of each TRACT and may place fencing at other locations within each TRACT. Each OWNER is encouraged but not required to use the fencing specifications attached hereto as **Exhibit B** and made a part hereof for additions to existing board fencing.

4.8 Waste Storage and Removal: Rubbish, trash, garbage or other waste shall be kept only in sanitary containers located upon a TRACT and screened from public view and in accordance with any applicable ordinances and land use regulations of Nassau County, Florida. Rubbish and trash shall not be permitted to accumulate or be disposed of on the PROPERTY by burning or burial.

4.9 Nuisance Prohibition: No noxious or offensive noise, or odors, or other activities shall be conducted on any TRACT, nor shall any activity be conducted or placed thereon which shall become a nuisance, or unreasonable embarrassment, or a disturbance or annoyance to persons in their enjoyment of any TRACT within the PROPERTY.

## ARTICLE V - NOTICES

Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to DECLARANT shall be (a) in writing, and (b) deemed to have been provided (i) on the second business day after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or (ii) on the next business day after being deposited (in time for delivery by such service on such business day) with Federal Express or another reputable national courier service, or (iii) (if such party's receipt thereof is acknowledged in writing) on being given by hand or other actual delivery to such party, or (iv) when actually received when a copy thereof has been sent by facsimile transmission (with a required copy to be delivered by any other manner provided in this Section). The notice address of DECLARANT shall be:

DECLARANT: Raydient LLC dba Raydient Places + Properties LLC  
Attention: Jason Shearer  
1 Rayonier Way  
Wildlight, Florida 32097

WITH A COPY TO: S. Allister Fisher, Esq.  
Rayonier Inc.  
1 Rayonier Way  
Wildlight, Florida 32097

## ARTICLE VI - MISCELLANEOUS PROVISIONS

6.1 Enforcement: Each OWNER shall strictly comply with all the terms and conditions and provisions of this DECLARATION. Any OWNER may enforce these COVENANTS against any other OWNER or tenant in violation in a court of competent jurisdiction only in Nassau County, Florida, by injunction, specific performance, money judgment, or any other appropriate legal or equitable remedy. Each OWNER specifically acknowledges that, if any OWNER or tenant violates any of these COVENANTS, the other OWNERS will not have an adequate remedy at law and that these COVENANTS may be enforced by injunctive relief, including by a temporary or preliminary injunction and a temporary restraining order, if necessary.

6.2 Recovery: If any OWNER seeks to enforce or defend any of these COVENANTS, then the prevailing party shall be entitled to recover, in addition to the legal or equitable claim or defense, all court costs, reasonable attorney's and paralegal's fees and other expenses which are reasonably necessary to enforce these COVENANTS, including the cost of any bond premiums for injunctive relief.

6.3 No Waiver: Any delay, omission or other failure to promptly enforce any of the COVENANTS, however long continued, shall not be deemed acquiescence therein nor a waiver, abandonment or termination of any right, or otherwise bar enforcement at a later date as to the same breach or violation, or as to any other breach or violation hereof occurring prior to or subsequent thereto.

6.4 Invalidation: The invalidation of any single COVENANT (or any part thereof) by a court of competent jurisdiction shall not affect the validity of any other COVENANT which shall remain in full force and effect. The breach of any COVENANT shall not defeat or render invalid the lien of any mortgage made in good faith and for value prior to the date of this DECLARATION, but all COVENANTS shall be binding upon and effective against any mortgagee or person whose title is or was acquired by foreclosure or otherwise.

6.5 Term: These COVENANTS shall be in full force and effect until December 31, 2037 at which time these COVENANTS shall be automatically extended for successive terms of ten years each; UNLESS within the two year period preceding the expiration of these COVENANTS (or, if applicable, any successive term) an instrument which terminates these COVENANTS is signed by OWNERS that own more than fifty percent of the TRACTS in the PROPERTY, along with written joinder and consent by all mortgagees, and recorded in the appropriate records of Nassau County, Florida. For avoidance of doubt, the foregoing simple-majority percentage is intended to reflect a proportion based on the total number of TRACTS within the PROPERTY, not an acreage proportion.

6.6 Amendment:

6.6.1 Amendment by DECLARANT: DECLARANT, as long as DECLARANT owns a TRACT, reserves and shall have the sole right to (a) amend this DECLARATION for the purpose of curing any ambiguity or any inconsistency between the provisions contained herein; (b) include in any contract or deed or other instrument hereafter made any additional covenants, conditions and restrictions applicable to any TRACT which do not lower the standards of the covenants, conditions and restrictions herein contained; (c) release any TRACT from any part of the covenants, conditions and restrictions contained herein which have been violated if DECLARANT, in its sole judgment, determines such violation to be a minor or insubstantial violation; (d) amend this DECLARATION without vote or consent of the OWNERS in any manner which does not adversely affect the substantive rights of an existing OWNER or mortgagee; and (e) amend this DECLARATION for the purpose of adding other property to be included within the scope of this DECLARATION. The foregoing amendments may be made without the joinder or approval of any OWNER.

6.6.2 Amendment by OWNERS: Provided DECLARANT does not own any TRACT, these COVENANTS may be amended, or modified or changed only if an instrument is signed by OWNERS that own more than sixty percent of the TRACTS in the PROPERTY, and recorded in the appropriate records of Nassau County, Florida. For avoidance of doubt, the foregoing super-majority percentage is intended to reflect a proportion based on the total number of TRACTS within the PROPERTY, not an acreage proportion.

6.7 Binding Effect: These COVENANTS shall be binding upon and inure to the benefit of the present and future OWNERS, their grantees, heirs, representatives, successors and assigns, in interest or title and all persons claiming by, under or through the same, and shall be specifically enforceable, including without limit, by any present or future OWNER, his, her, its or their, grantees, heirs, representatives, successors and assigns in interest or title or any person claiming by, under or through the same.

6.8 Tax Sale: These COVENANTS are conclusively declared and deemed to enhance and preserve the value of the PROPERTY and as such they shall not be affected or terminated by the vesting of any title in any governmental unit or agency and/or in any subsequent purchaser by virtue of a tax sale for unpaid taxes or assessments.

6.9 Right to Subdivide: Once a TRACT has been purchased from DECLARANT, such parcel of land may be combined with other TRACTS, but shall not be subdivided nor shall only a portion of a TRACT be sold unless written approval is given by DECLARANT.

6.10 Annexations/Additions: In its sole discretion, DECLARANT shall have the right and privilege to annex and make subject to this DECLARATION and the COVENANTS hereof additional immovable property contiguous to the PROPERTY. For these purposes, contiguous property shall include any property which may be separated from the other property subject to

these COVENANTS by a public right-of-way (e.g. a road or street). Any such addition shall be enforceable and recognized upon the recordation of a Supplemental Declaration to this one which is recorded in the public records of Nassau County, Florida.

*[Remainder of Page Intentionally Blank]*

**IN WITNESS WHEREOF**, Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first above written:

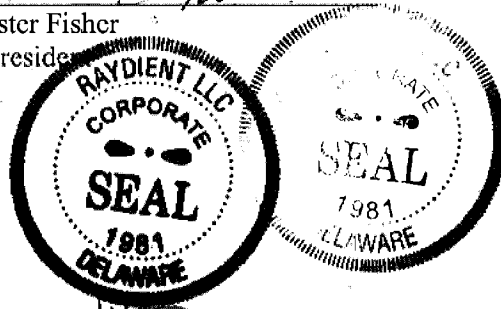
Signed, sealed and delivered  
in our presence as witnesses:

Jennie Shiner  
Printed Name: Jennie Shiner  
Dawn Hewitt  
Printed Name: Dawn Hewitt

STATE OF FLORIDA  
COUNTY OF NASSAU

DECLARANT:  
Raydient LLC dba Raydient Places +  
Properties LLC, a Delaware limited liability  
company

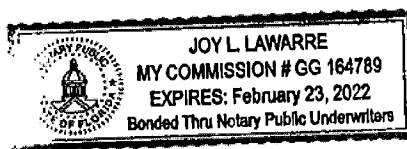
By: S. Allister Fisher  
Its: Vice President



The foregoing instrument was acknowledged before me this 14 day of February, 2019 by S. Allister Fisher as Vice President of Raydient LLC dba Raydient Places + Properties LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

Joy L Lawarre  
Notary Public  
Name: Joy L Lawarre  
My Commission Expires: 02232022

SEAL





**Exhibit A – Description of the Property**

(SEE ATTACHED FIVE (6) PAGES)

EXHIBIT A

MANZIE & DRAKE LAND SURVEYING



LEGAL DESCRIPTION

PREPARED FOR

"Raydient LLC dba Raydient Places + Properties LLC,  
a Delaware limited liability company"

NOVEMBER 17, 2017

(PARCEL "A")

A PARCEL OF LAND SITUATE IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 25 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE NORTH 88°53'42" EAST, ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 674.81 FEET; THENCE SOUTH 00°38'06" EAST, ALONG THE WEST LINE OF THE EAST ONE-HALF (E 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 4, A DISTANCE OF 622.24 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF TURKEY TOWN LANE (A 30 FOOT IN USE RIGHT-OF-WAY) AND THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 00°38'06" EAST, ALONG THE WEST LINE OF THE EAST ONE-HALF (E 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 4, A DISTANCE OF 703.63 FEET; THENCE NORTH 89°04'13" EAST, ALONG THE SOUTH LINE OF THE EAST ONE-HALF (E 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 4, A DISTANCE OF 336.11 FEET; THENCE NORTH 00°35'52" WEST A DISTANCE OF 756.19 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID TURKEY TOWN LANE; THENCE SOUTH 80°12'07" WEST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID TURKEY TOWN LANE, A DISTANCE OF 340.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.64 ACRES MORE OR LESS.

117 SOUTH 9TH STREET, FERNANDINA BEACH, FL 32034  
OFFICE (904) 491-5700 • FAX (904) 491-5777 • TOLL FREE (888) 832-7730  
[www.manzieanddrake.com](http://www.manzieanddrake.com)



# MANZIE & DRAKE LAND SURVEYING



## LEGAL DESCRIPTION PREPARED FOR

"Raydient LLC dba Raydient Places + Properties LLC,  
a Delaware limited liability company"

NOVEMBER 17, 2017

(PARCEL "B")

A PARCEL OF LAND SITUATE IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 25 EAST,  
NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID  
SECTION 4; THENCE NORTH 88°53'42" EAST, ALONG THE NORTH LINE OF SAID  
SECTION 4, A DISTANCE OF 674.81 FEET; THENCE SOUTH 00°38'06" EAST, ALONG THE  
WEST LINE OF THE EAST ONE-HALF (E 1/2) OF THE NORTHWEST ONE-QUARTER (NW  
1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 4, A DISTANCE  
OF 1325.87 FEET; THENCE NORTH 89°04'13" EAST, ALONG THE SOUTH LINE OF THE  
EAST ONE-HALF (E 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE  
NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 4, A DISTANCE OF 336.11  
FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 89°04'13" EAST,  
ALONG THE SOUTH LINE OF THE EAST ONE-HALF (E 1/2) OF THE NORTHWEST ONE-  
QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION  
4, A DISTANCE OF 336.11 FEET; THENCE NORTH 00°33'38" WEST, ALONG THE  
EASTERLY LINE OF THE EAST ONE-HALF (E 1/2) OF THE NORTHWEST ONE-QUARTER  
(NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 4, A  
DISTANCE OF 813.85 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF  
TURKEY TOWN LANE (A 30 FOOT IN USE RIGHT-OF-WAY); THENCE SOUTH 79°21'41"  
WEST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID TURKEY TOWN  
LANE, A DISTANCE OF 341.87 FEET; THENCE SOUTH 00°35'52" EAST A DISTANCE OF  
756.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.06 ACRES MORE OR LESS.

117 SOUTH 9TH STREET, FERNANDINA BEACH, FL 32034  
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# MANZIE & DRAKE LAND SURVEYING



## LEGAL DESCRIPTION

### PREPARED FOR

"Raydient LLC dba Raydient Places + Properties LLC,  
a Delaware limited liability company"

NOVEMBER 17, 2017

(PARCEL "C")

A PARCEL OF LAND SITUATE IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 25 EAST, NASSAU COUNTY, FLORIDA AND TRACTS 57-59 OF SECTION 33 OF "THE DIXIE PLANTATION COMPANY ROSEMONT GARDEN TRACTS", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "0", PAGE 8, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE NORTH 88°53'42" EAST, ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 674.81 FEET; THENCE SOUTH 00°38'06" EAST, ALONG THE WEST LINE OF THE EAST ONE-HALF (E 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 4, A DISTANCE OF 591.85 FEET TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF TURKEY TOWN LANE (A 30 FOOT IN USE RIGHT-OF-WAY); THENCE NORTH 80°12'07" EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID TURKEY TOWN LANE, A DISTANCE OF 335.89 FEET; THENCE NORTH 79°21'41" EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID TURKEY TOWN LANE, A DISTANCE OF 5.10 FEET; THENCE NORTH 00°35'52" WEST, A DISTANCE OF 1,216.05 FEET TO THE NORTHEAST CORNER OF TRACT 59 OF SAID SECTION 33 OF "THE DIXIE PLANTATION COMPANY ROSEMONT GARDEN TRACTS"; THENCE SOUTH 88°55'35" WEST, ALONG THE NORTHERLY LINE OF TRACTS 57-59 OF SAID SECTION 33 OF "THE DIXIE PLANTATION COMPANY ROSEMONT GARDEN TRACTS", A DISTANCE OF 1,010.20 FEET TO THE NORTHWEST CORNER OF SAID TRACT 57 AND THE WEST LINE OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 25 EAST, NASSAU COUNTY, FLORIDA; THENCE SOUTH 00°27'49" EAST, ALONG THE WEST LINE OF SAID TRACT 57 AND THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 676.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.07 ACRES MORE OR LESS.

117 SOUTH 9TH STREET, FERNANDINA BEACH, FL 32034  
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# MANZIE & DRAKE LAND SURVEYING



## LEGAL DESCRIPTION

PREPARED FOR

“Raydient LLC dba Raydient Places + Properties LLC,  
a Delaware limited liability company”

NOVEMBER 17, 2017

(PARCEL “D”)

A PARCEL OF LAND SITUATE IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 25 EAST, NASSAU COUNTY, FLORIDA AND TRACT 60 OF SECTION 33 OF “THE DIXIE PLANTATION COMPANY ROSEMONT GARDEN TRACTS”, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK “0”, PAGE 8, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE NORTH 00°27'49" WEST, ALONG THE WEST LINE OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 25 EAST, NASSAU COUNTY, FLORIDA, A DISTANCE OF 676.37 FEET TO THE NORTHWEST CORNER OF TRACT 57 OF SAID SECTION 33 OF “THE DIXIE PLANTATION COMPANY ROSEMONT GARDEN TRACTS”; THENCE NORTH 88°55'35" EAST, ALONG THE NORTH LINE OF TRACTS 57-59 OF SAID SECTION 33 OF “THE DIXIE PLANTATION COMPANY ROSEMONT GARDEN TRACTS”, A DISTANCE OF 1,010.20 FEET TO THE NORTHWEST CORNER OF TRACT 60 OF SAID SECTION 33 OF “THE DIXIE PLANTATION COMPANY ROSEMONT GARDEN TRACTS” AND THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 88°55'35" EAST, ALONG THE NORTH LINE OF SAID TRACT 60, A DISTANCE OF 338.20 FEET TO THE NORTHEAST CORNER OF SAID TRACT 60; THENCE SOUTH 00°29'40" EAST, ALONG THE EAST LINE OF SAID TRACT 60, A DISTANCE OF 675.63 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 60; THENCE SOUTH 00°33'38" EAST, ALONG THE EAST LINE OF THE EAST ONE-HALF (E 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 4, A DISTANCE OF 483.69 FEET TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF TURKEY TOWN LANE (A 30 FOOT IN USE RIGHT-OF-WAY); THENCE SOUTH 79°21'41" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID TURKEY TOWN LANE, A DISTANCE OF 341.89 FEET; THENCE NORTH 00°35'52" WEST, ALONG THE WEST LINE OF SAID TRACT 60 AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 1,216.05 FEET TO THE NORTHWEST CORNER OF SAID TRACT 60 AND THE POINT OF BEGINNING.

CONTAINING 9.20 ACRES MORE OR LESS.

117 SOUTH 9TH STREET, FERNANDINA BEACH, FL 32034  
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# MANZIE & DRAKE LAND SURVEYING



## LEGAL DESCRIPTION

PREPARED FOR

"Raydient LLC dba Raydient Places + Properties LLC,  
a Delaware limited liability company"

OCTOBER 26, 2017

(PARCEL "E")

A PORTION TRACTS 61-63 OF SECTION 33 OF "THE DIXIE PLANTATION COMPANY ROSEMONT GARDEN TRACTS", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "0", PAGE 8, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 25 EAST, NASSAU COUNTY, FLORIDA; THENCE NORTH 88°53'42" EAST, ALONG THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 1,348.78 FEET TO THE SOUTHWEST CORNER OF TRACT 61 OF SAID SECTION 33 OF "THE DIXIE PLANTATION COMPANY ROSEMONT GARDEN TRACTS" AND THE **POINT OF BEGINNING**; THENCE NORTH 88°53'42" EAST, ALONG THE SOUTH LINE OF TRACTS 61-63 OF SAID SECTION 33 OF "THE DIXIE PLANTATION COMPANY ROSEMONT GARDEN TRACTS", A DISTANCE OF 787.11 FEET TO INTERSECT THE WESTERLY RIGHT-OF-WAY LINE OF MIDDLE ROAD (ALSO KNOWN AS COUNTY ROAD 121-A PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 7456-151); THENCE NORTH 08°36'19" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 340.67 FEET; THENCE SOUTH 88°54'20" WEST A DISTANCE OF 739.04 FEET TO INTERSECT THE WEST LINE OF TRACT 61 OF SAID SECTION 33 OF "THE DIXIE PLANTATION COMPANY ROSEMONT GARDEN TRACTS"; THENCE SOUTH 00°29'40" EAST, ALONG THE WEST LINE OF SAID TRACT 61, A DISTANCE OF 337.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.92 ACRES MORE OR LESS.

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OFFICE (904) 491-5700 • FAX (904) 491-5777 • TOLL FREE (888) 832-7730  
[www.manzieanddrake.com](http://www.manzieanddrake.com)

# MANZIE & DRAKE LAND SURVEYING



## LEGAL DESCRIPTION

PREPARED FOR

"Raydient LLC dba Raydient Places + Properties LLC,  
a Delaware limited liability company"

OCTOBER 26, 2017

(PARCEL "F")

A PORTION OF TRACTS 61-63 OF SECTION 33 OF "THE DIXIE PLANTATION COMPANY ROSEMONT GARDEN TRACTS", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "0", PAGE 8, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 25 EAST, NASSAU COUNTY, FLORIDA; THENCE NORTH 88°53'42" EAST, ALONG THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 2,135.89 FEET TO INTERSECT THE WESTERLY RIGHT-OF-WAY LINE OF MIDDLE ROAD (ALSO KNOWN AS COUNTY ROAD 121-A PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 7456-151); THENCE NORTH 08°36'19" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 340.67 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 08°36'19" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 340.37 FEET TO INTERSECT THE NORTH LINE OF TRACT 63 OF SAID SECTION 33 OF "THE DIXIE PLANTATION COMPANY ROSEMONT GARDEN TRACTS"; THENCE SOUTH 88°55'35" WEST, ALONG THE NORTH LINE OF TRACTS 61-63 OF SAID SECTION 33 OF "THE DIXIE PLANTATION COMPANY ROSEMONT GARDEN TRACTS", A DISTANCE OF 691.02 FEET TO THE NORTHWEST CORNER TRACT 61 OF SAID SECTION 33 OF "THE DIXIE PLANTATION COMPANY ROSEMONT GARDEN TRACTS"; THENCE SOUTH 00°29'40" EAST, ALONG THE WEST LINE OF SAID TRACT 61, A DISTANCE OF 337.72 FEET; THENCE NORTH 88°54'20" EAST A DISTANCE OF 739.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.54 ACRES MORE OR LESS.

117 SOUTH 9TH STREET, FERNANDINA BEACH, FL 32034  
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**Exhibit B – Fence Specifications**

(SEE ATTACHED ONE (1) PAGE)



**Exhibit B - Fence Specifications**

