

**CLAY COUNTY**  
**AGREEMENT/CONTRACT No. 2021/22 \_\_\_\_**

**MOBILITY FEE CREDIT AGREEMENT**  
**Re: FCC (Reinhold)**

This Mobility Fee Credit Agreement in connection with the First Coast Connector Road Right of Way and Stormwater Management Facilities (the Agreement) is made and entered into as of the \_\_\_\_ day of March, 2022, by and between Clay County, Florida, a political subdivision of the State of Florida (the “County”), and Reinhold Corporation, a Florida corporation (“Reinhold”).

**Recitals**

**WHEREAS**, on October 27, 2020, the County adopted Ordinance No. 2020-39, known as the Clay County Mobility Fee Ordinance (the “Ordinance”), which imposes Mobility Fees, as that term is defined in the Ordinance, on New Construction, as that term is defined in the Ordinance, and which provides for credit to be granted against the imposition of Mobility Fees for the donation of right of way for all or any portion of a Designated Mobility Improvement, as that term also is defined by the Ordinance; and,

**WHEREAS**, the Ordinance establishes Mobility Districts within which Mobility Fees collected by the County shall be expended for improvements to Designated Mobility Improvements; and,

**WHEREAS**, Reinhold is the owner of approximately 1,789.61 acres of real property which is located in the County and which is more particularly described in **Exhibit A** attached hereto and by reference made a part hereof (the “Property”); and,

**WHEREAS**, the Property is currently used for silviculture and agriculture uses as permitted in applicable zoning districts; and,

**WHEREAS**, the Property includes a segment of approximately 3,380 linear feet in

length of a proposed roadway identified as a Designated Mobility Improvement in the Ordinance, specifically, as Project No. 12 / First Coast Connector, a road extending from the First Coast Expressway easterly to U.S. Highway 17 (the “FCC”); and,

**WHEREAS**, the Property and applicable FCC segment are located in the Lake Asbury & Green Cove Springs Mobility District (the “LA/GCS Mobility District”), as described in the Ordinance; and,

**WHEREAS**, the Property is located within the Lake Asbury Master Plan (LAMP) and the FCC is identified as an Adequate Public Facility (APF) and “dashed line” road in LAMP; and,

**WHEREAS**, the County wishes to acquire by fee and easement from Reinhold from within the Property approximately 18.7 acres of such right of way for the FCC, including associated stormwater management facilities, conveyance and outfall easements and temporary construction easements, which acreage is described in **Exhibit B** attached hereto and by reference made a part hereof (the “Right of Way”); and,

**WHEREAS**, Reinhold agrees to donate or cause to be donated the Right of Way from within the Property; and,

**WHEREAS**, pursuant to the Ordinance and subject to the conditions provided herein for the donation of the Right of Way, Reinhold shall be entitled to credit in an amount as described herein (the “Credit”); and,

**WHEREAS**, the Credit, once granted and subject to the conditions provided herein, may be used for New Construction which may occur on the Property; and,

**WHEREAS**, Reinhold and the County acknowledge that the donation of approximately 6.21 acres within the Property as Right of Way may be used to satisfy, in part, the APF

requirements imposed by LA TRA Policy 1.1.3 of the Lake Asbury Master Plan (the APF Requirements) arising out of the New Construction on the Property, as such APF Requirements may apply; and,

**WHEREAS**, the administration of the Credit in connection with the imposition of Mobility Fee obligations for New Construction on the Property is the responsibility of the Mobility Fee Coordinator, as identified in the Ordinance; and,

**WHEREAS**, Reinhold and the County desire to delineate their respective rights and obligations with regard to the Credit to which Reinhold shall become entitled pursuant to this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants herein, it is agreed as follows:

1. **Recitals.** The recitals set forth hereinabove form an integral part of this Agreement. When construing this Agreement, the parties shall refer to the recitals to the extent necessary to give full effect to the intent of the parties as reflected in this Agreement; provided, however, that if the recitals and a substantive provision of this Agreement are in direct conflict and cannot be reconciled, then the substantive portion shall control.

2. **Credit.**

a. **Calculation of Credit.** Reinhold agrees to the Credit of \$811,304 for the donation of Right of Way to the County as shown on **Exhibit C** attached hereto and by reference made a part hereof, which Credit is less than the appraised value of \$1,170,793 submitted by Reinhold pursuant to Section 3.05 of the Ordinance.

b. **Schedule of Donation of Right of Way and Issuance of Credit.** The donation of the Right of Way shall be accomplished by dedication through plat as prepared by the

County, executed by Reinhold, and accepted and recorded by the County. The County shall prepare and deliver the draft plat to Reinhold on or before the earlier of (i) April 30, 2022 or (ii) at least twenty (20) days prior to the agenda deadline for placing the plat on an agenda for consideration by the Board of County Commissioners (BOCC). Reinhold may review the plat for consistency with this Agreement and, within ten (10) days of its receipt of the proposed plat, Reinhold shall deliver to the County, in writing, Reinhold's approval of the plat or requested revisions to the plat. Simultaneous with or prior to placing the plat on the BOCC's agenda, the County shall provide Reinhold with a copy of the proposed plat, including the revisions requested by Reinhold unless otherwise agreed among the parties. Within ten (10) days following the BOCC's approval of the proposed plat, Reinhold shall execute the plat. The County shall record the plat within twenty (20) days after execution by Reinhold, said recording being the dedication and acceptance of the Right of Way by the County. Upon such dedication and acceptance of the Right of Way, the County shall issue \$811,304 in Credit to Reinhold. Such Credit is subject to adjustment consistent with any automatic adjustments to the Mobility Fee as provided in Section 3.10 of the Ordinance on October 1 of each year by any percent change for the previous Fiscal Year in the Florida Department of Transportation Price Trends Index.

Prior to commencement of construction of the applicable FCC segment in the Right of Way, Reinhold shall be permitted to continue its existing use of any portion of the Right of Way for silviculture and agriculture uses, including but not limited to access, fencing, drainage, timber maintenance and harvesting, fire management, livestock grazing and movement, and other best management practices for the continued silviculture and agriculture uses of the Right of Way and Property. Commencement of construction of the applicable FCC segment shall be as identified by the County in the form of a phasing schedule identifying

the limits of each phase of construction and the date of construction commencement for that phase to be provided to Reinhold. The County shall not be responsible for locating the limits of each phase of construction. The phasing schedule may be amended to delay or accelerate the commencement of construction for a particular phase by the County. Also during construction and in coordination with the County's contractor, Reinhold shall be permitted to cross the Right of Way, including but not limited to crossing with vehicles, equipment, and livestock, for access to and across the Property for silviculture and agriculture uses. Reinhold shall be responsible for any costs assessed by the Contractor for such coordination as well as any costs incurred due to any damage or delay that such crossing may cause. Reinhold shall be fully liable for the actions of its employees, lessees, contractors, partners or agents in connection with use of any portion of the Right of Way prior to commencement of construction or during construction and shall indemnify, defend and hold the County and its directors, officers, employees, agents, and representatives harmless from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs, attorneys' fees, professional fees, or other expenses, that may at any time be made or brought by anyone against the County for injuries to body, life, limb or property in connection with or related to Reinhold's use of any portion of the Right of Way prior to commencement of construction or during construction. The County does not agree to and shall not indemnify Reinhold or any other person or entity, for any purpose whatsoever in relation to Reinhold's use of the Right of Way prior to commencement of construction or during construction. Reinhold acknowledges that the County shall not be required to perform any maintenance in connection with Reinhold's continued use. Also prior to commencement of construction of the FCC, the Right of Way may be subject to minor adjustments based on

site conditions, utilities, and/or to accommodate final permitting and design. The County shall be responsible for any required modifications to the recorded plat arising from such minor adjustments.

c. **Use of Mobility Fee Credit by Reinhold and Successors.** Credit issued to Reinhold under this Agreement may be used by Reinhold or successor owners of the Property in the payment, in whole or part, of Mobility Fees for New Construction on the Property or portions thereof. Except as provided herein, the use of Credit shall be on a dollar-for-dollar basis and shall not be limited in time nor restricted to any particular land uses.

d. **APF Credit.** Upon dedication and acceptance of the plat of the Right of Way, 6.21 acres of such Right of Way may be used to satisfy in whole or in part the APF Requirement imposed by LA TRA Policy 1.1.3 of LAMP for the New Construction on the Property, as such APF Requirements may apply.

3. **The County's Obligations.** The County, through its Mobility Fee Coordinator, shall:

a. Deliver to Reinhold a form for the Credit Voucher to be utilized in the administration of this Agreement that provides for the identification of the transferee or its successor of any Credit, the dollar amount of the Credit transferred, and a legal description of the lands within which the Credit may be used.

b. Maintain a ledger reflecting the use of the Credit.

c. Require that, in connection with payment of Mobility Fee obligations, when a Credit Voucher from Reinhold, a transferee, or its successor, as applicable, stating the dollar amount of the Credit transferred is presented to the County, the County shall deduct the amount of the Credit Voucher from the balance of the Credit then available to Reinhold, a transferee, or its

successor, as applicable; and issue such documentation as is necessary to reflect the amount credited against those Mobility Fee obligations due.

d. Not be responsible for determining whether any particular Credit Voucher is valid as between Reinhold or any transferee or its successor, as applicable, for any New Construction, and shall accept any Credit Voucher on the applicable form and signed by the person(s) identified pursuant to Section 4 below who is authorized to execute the Credit Voucher for any particular New Construction at the time any Mobility Fee obligation is otherwise due.

e. Periodically, Reinhold may request from the County the opportunity to inspect and copy Credit Vouchers accepted by the County. If, based on its inspection of such Credit Vouchers, Reinhold believes that the County has accepted an invalid Credit Voucher(s) or has otherwise processed a Credit Voucher(s) improperly, Reinhold may notify the County of its objection to such invalid or improperly processed Credit Voucher(s). Upon receipt of a Reinhold objection, the County shall make any necessary adjustments to the County's ledger and take whatever steps lawfully available to the County to withhold, suspend, or revoke any permits, plans, or other approvals issued based upon the acceptance of such invalid or improperly processed Credit Voucher(s). If the County determines that the Credit Voucher(s) to which Reinhold objected is valid and was processed properly, then the County may restore any permits, plans, or approvals issued based upon the acceptance of such Credit Voucher(s).

f. The County may accept a monetary payment by an applicant for Mobility Fee obligations due for New Construction where no Credit Voucher is presented from Reinhold, a transferee, or a successor. Any such payment is non-refundable.

g. The County is obligated to prepare and deliver a plat of the Right of Way to Reinhold on or before April 30, 2022.

4. **Reinhold's Obligations.** Reinhold and any transferee or its successor, as applicable, shall:

a. Provide to the County written notification of any transfer of Credit to a transferee, executed by Reinhold and the transferee, identifying the transferee, the person(s) authorized to execute the Credit Voucher on behalf of the transferee, the dollar amount of the Credit transferred, and a description of the transferee's lands within which the Credit may be used.

b. Notify any transferee that it shall provide the County written notification of any transfer of Credit to a successor in title, executed by the transferee and the successor, identifying the successor, the person(s) authorized to execute the Credit Voucher on behalf of the successor, the dollar amount of the Credit transferred, and a description of the successor's lands within which the Credit may be used.

c. Reinhold is obligated to execute the plat of the Right of Way as provided herein.

5. **Credit Vouchers.** A Credit Voucher shall be submitted to and accepted by the County no later than such time(s) as the applicable Mobility Fee obligation is otherwise due; submittal may be made for acceptance of multiple fees under a single application.

6. **Annual Report.** On or before January 31 of each year, commencing January 31 of the year following the first year in which the Credit is issued by the County and for so long as there remains any Credit under this Agreement, Reinhold or a transferee, as may be designated by Reinhold in writing to the County, shall prepare and deliver to the County, through its Mobility Fee Coordinator, an annual report setting forth the amount of Credit transferred to transferees and successors during the prior year and the balance of such Credit remaining. If Reinhold's conclusions in its annual report, when compared to the County's ledger listing the use of the Credit,



disagree with the County's ledger, then Reinhold shall notify the County in writing and state the specific reasons for such disagreement. In the event that Reinhold and the County are unable to resolve such a disagreement, Reinhold may request a meeting with the County Manager. If the County Manager affirms disagreement with the conclusions of the annual report, then Reinhold may pursue remedies as provided in paragraph 7.a. below.

7. **Defaults and Remedies.**

a. **County/Defaults.** If the County defaults in the performance of any obligation required to be performed by it under this Agreement, then Reinhold may deliver written notice of such default to the County. The County shall cure such default within sixty (60) days after the delivery of such notice of default. If the County does not cure such default within the time period provided, then Reinhold may pursue any available remedies in law or equity. By an amendment to this Agreement under Sections 8 or 9(i) below, time periods for the County's performance as provided in this Agreement may be extended.

b. **Reinhold/Defaults.** If Reinhold or any transferee or successor defaults in the performance of any obligation required to be performed by it under this Agreement (the Defaulting Party), then the County may deliver written notice of such default to the Defaulting Party. The Defaulting Party shall cure such default within sixty (60) days after the delivery of such notice of default. If the Defaulting Party does not cure such default within the time period provided, then the County may pursue any available remedies in law or equity. By an amendment to this Agreement under Sections 8 or 9(i) below, time periods for Reinhold's performance as provided in this Agreement may be extended.

8. **Future Revisions.** If the Ordinance, Clay County Comprehensive Plan or any other Clay County land development regulation is amended to decrease, eliminate, waive

(temporarily or permanently), or otherwise revise the Mobility Fee obligations or replace any or all of the Mobility Fee obligations with another form of exaction for transportation impacts in a manner which affects adversely the value or viability of the Credit, then such amendment shall serve as grounds for Reinhold to request the County to amend this Agreement in a manner which shall maintain the value or viability of the then remaining Credit. The parties agree that the Mobility Fee obligations to which the Credit may be applied shall be those in effect at the time the Mobility Fee obligations for applicable New Construction would otherwise be due.

9. **Miscellaneous Provisions.**

a. **Notices, Demands and Communications Between the Parties.**

Notices, demands and communications between the parties shall be given by depositing the same in the United States Mail, postage prepaid, registered, or certified mail, return receipt requested, addressed as follows:

Notices, demands and communications to the County:

**Clay County**

Attn: Howard Wanamaker, County Manager  
P. O. Box 1366  
Green Cove Springs, Florida 32043

**With copy to:**

Clay County  
Attn: Courtney Grimm, County Attorney  
P. O. Box 1366  
Green Cove Springs, Florida 32043

Notices, demands and communications to Reinhold Corporation:

**Reinhold Corporation**

Attn: George M. Egan, President/CEO  
1845 Town Center Blvd., Suite 105  
Orange Park, FL 32003

b. **Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns. Reinhold may assign any or all of its rights and obligations under this Agreement. In the event of such assignment, the term Reinhold in this Agreement shall refer to such assignee(s). At least thirty (30) days prior to any such assignment, a notice of such assignment, identifying the assignee(s) and containing an acknowledgement by the assignee(s) of its assumption of any rights and obligations assigned to it by Reinhold under this Agreement, shall be provided to the County. Upon the date of the assignment of all obligations and liabilities under this Agreement and providing notice of such assignment to the County, the original contracting party to this Agreement, Reinhold Corporation, shall have no further obligations under this Agreement.

c. **Waiver.** No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

d. **Voluntariness.** The parties have voluntarily entered into this Agreement in consideration of the benefits and the rights of the parties arising hereunder.

e. **Agreement Executed in Counterparts.** This Agreement may be executed in two or more counterparts, each of which is considered and shall be deemed to be an original, but only one agreement is intended hereby.

f. **Merger of Agreement Terms.** This Agreement constitutes the entire understanding and agreement of the parties as to the subject matter hereof and

supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter.

g. **Section Heading.** Section headings included in this Agreement are for convenience only and shall have no effect upon the meaning or construction of this Agreement.

h. **Joint Preparation.** Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

i. **Amendment to Agreement.** Unless otherwise provided in this Agreement, no amendment or modification of this Agreement shall be effective or binding upon the parties unless such amendment or modification is in writing and has been executed by the parties.

j. **Compliance with Laws.** The parties shall comply with any and all applicable federal, state and local laws, ordinances, codes, rules and regulations as the same exist and may be amended from time to time.

k. **Cooperation and Further Assurances.** The parties hereto agree to cooperate in all reasonable respects to ensure the performance of their obligations pursuant to this Agreement and agree to execute such additional documents and instruments as may be reasonably required to carry out the intent of this Agreement.

l. **Applicable Law: Jurisdiction and Venue.** This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in Clay

County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

m. **Time is of the Essence.** Time is of the essence with respect to this Agreement and each of its terms and provisions.

n. This Agreement shall be binding on the parties and their respective successors and specific assignees.

o. **Authority.** The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

p. **Effective Date.** This Agreement and subsequent amendments hereto shall become effective the date they are approved by the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**REINHOLD CORPORATION**  
a Florida Corporation

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George M. Egan, President/CEO

**CLAY COUNTY, FLORIDA**

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Wayne Bolla  
Its Chairman

**ATTEST:**

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Tara S. Green,  
Clay County Clerk of Court and Comptroller  
Ex Officio Clerk to the Board

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## EXHIBIT A

### PROPERTY LEGAL DESCRIPTION AND SKETCH

A parcel of land consisting of a portion of Section 35, Township 5 South, Range 25 East, together with all of Section 34, Township 5 South, Range 25 East and a portion of Section 33, Township 5 South, Range 25 East, Clay County, Florida, said parcel being approximately 1,789.61 acres and more particularly described as Parcel Numbers 35-05-25-010146-000-00, 34-05-25-010145-000-00, 34-05-25-010557-000-00 and 33-05-25-010556 and depicted below:



# EXHIBIT B

## RIGHT OF WAY

### LEGAL DESCRIPTION

Including fee land for stormwater management facilities,  
TCEs, conveyance easements for storm ponds

A PORTION OF LAND LYING IN PARCEL ID: 35-05-25-010146-000-00  
CLAY COUNTY, FLORIDA

LEGAL DESCRIPTION OF PARCEL 100:

A PORTION OF PARCEL NO: 35-05-25-010146-000-00, LYING IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT A 5' X 5' CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 00°23'50" EAST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 2,438.26 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 00°23'50" EAST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 137.08 FEET TO A 5' X 5' CONCRETE MONUMENT BEING THE EAST 1/4 CORNER OF SAID SECTION 35; THENCE SOUTH 00°45'53" WEST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 35.18 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2380.00 FEET AND **POINT A**; THENCE DEPARTING THE EAST LINE OF SAID SECTION 35 AND ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 29°39'56", AN ARC DISTANCE OF 1232.28 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 79°44'28" WEST, 1218.58 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 851.10 FEET TO **POINT B**; THENCE CONTINUE NORTH 85°25'34" WEST A DISTANCE OF 718.11 FEET; THENCE SOUTH 04°28'57" WEST A DISTANCE OF 37.26 FEET; THENCE NORTH 85°31'03" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 04°28'57" EAST A DISTANCE OF 37.34 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 737.89 FEET TO THE EASTERN RIGHT OF WAY LINE OF COUNTY ROAD 218 (A VARIABLE WIDTH RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 71493); THENCE NORTH 04°34'26" EAST ALONG EASTERN RIGHT OF WAY OF SAID COUNTY ROAD 218 A DISTANCE OF 155.00 FEET; THENCE DEPARTING EASTERN RIGHT OF WAY OF SAID COUNTY ROAD 218, SOUTH 85°25'34" EAST A DISTANCE OF 875.50 FEET; THENCE NORTH 04°34'26" EAST A DISTANCE OF 49.84 FEET; THENCE SOUTH 85°31'03" EAST A DISTANCE OF 50.00 FEET TO **POINT C**; THENCE SOUTH 04°34'26" WEST A DISTANCE OF 49.92 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 1,431.40 FEET TO A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2225 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 31°32'08", AN ARC DISTANCE OF 1224.64 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°48'22" EAST, 1209.24 FEET TO THE EAST LINE OF SAID SECTION 35 AND THE **POINT OF BEGINNING**.

CONTAINING 12.15 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 800

A DRAINAGE EASEMENT LYING IN PARCEL NO: 35-05-25-010146-000-00, LYING IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT SAID **POINT A** (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 00°45'53" WEST ALONG THE EAST LINE OF SAID SECTION 35 A DISTANCE OF 29.98 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2407.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 00°41'29", AN ARC DISTANCE OF 29.05 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 85°33'56" WEST, 29.05 FEET TO A NON-TANGENT LINE; THENCE SOUTH 24°05'20" EAST A DISTANCE OF 17.00 FEET TO A NON-TANGENT CURVE CONCAVE OF THE NORTHWEST, HAVING A RADIUS OF 2424.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 03°58'53", AN ARC DISTANCE OF 188.44 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 87°54'07" WEST, 188.40 FEET TO A NON-TANGENT LINE; THENCE NORTH 20°08'27" WEST A DISTANCE OF 17.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2407.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 05°17'53", AN ARC DISTANCE OF 222.57 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 72°32'29" WEST, 222.49 FEET TO A NON-TANGENT LINE; THENCE NORTH 14°48'34" WEST A DISTANCE OF 27.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2380.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 10°18'55", AN ARC DISTANCE OF 421.10 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 70°02'59" EAST, 428.52 FEET TO THE EAST LINE OF SAID SECTION 35 AND THE **POINT OF BEGINNING**.

DRAINAGE EASEMENT CONTAINING 0.33 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 801

A DRAINAGE AND POND EASEMENT LYING IN PARCEL NO: 35-05-25-010146-000-00, LYING IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT SAID **POINT B** (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 04°34'26" WEST A DISTANCE OF 150.89 FEET; THENCE SOUTH 89°29'30" WEST A DISTANCE OF 535.52 FEET; THENCE NORTH 10°21'14" WEST A DISTANCE OF 162.54 FEET; THENCE SOUTH 79°47'20" WEST A DISTANCE OF 108.95 FEET; THENCE NORTH 10°12'40" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 79°47'20" EAST A DISTANCE OF 108.82 FEET; THENCE NORTH 10°21'14" WEST A DISTANCE 115.02 FEET; THENCE NORTH 53°18'39" WEST A DISTANCE OF 115.49 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 887.22 FEET TO THE **POINT OF BEGINNING**.

DRAINAGE AND POND EASEMENT CONTAINING 3.58 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 802

A DRAINAGE EASEMENT LYING IN PARCEL NO: 35-05-25-010146-000-00, LYING IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT SAID **POINT C** (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 85°31'03" EAST A DISTANCE OF 10.74 FEET; THENCE SOUTH 77°30'52" EAST A DISTANCE OF 188.88 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 614.89 FEET; THENCE SOUTH 04°34'26" WEST A DISTANCE OF 27.00 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 790.50 FEET; THENCE NORTH 04°34'26" EAST A DISTANCE OF 49.92 FEET TO THE **POINT OF BEGINNING**.

DRAINAGE EASEMENT CONTAINING 0.54 ACRES, MORE OR LESS.



## EXHIBIT B (Cont.)

TEMPORARY CONSTRUCTION EASEMENTS IN PARCEL NO: 35-05-25-010146-000-00, LYING IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### PARCEL 700

COMMENCE AT POINT A (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 100 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 00°45'53" WEST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 29.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°45'53" WEST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 22.15 FEET; THENCE DEPARTING THE EAST LINE OF SAID SECTION 35 SOUTH 85°33'37" WEST A DISTANCE OF 9.74 FEET; THENCE SOUTH 24°05'20" EAST A DISTANCE OF 17.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2444.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 04°27'01", AN ARC DISTANCE OF 189.83 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 67°54'07" WEST, 189.78 FEET TO A NON-TANGENT LINE; THENCE NORTH 20°08'27" WEST A DISTANCE OF 27.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2417.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 05°17'53", AN ARC DISTANCE OF 223.50 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 72°46'43" WEST, 223.42 FEET TO A NON-TANGENT LINE; THENCE NORTH 14°48'34" WEST A DISTANCE OF 17.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2400.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 19°08'41", AN ARC DISTANCE OF 801.93 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 85°00'06" WEST, 798.21 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 256.90 FEET; THENCE NORTH 04°34'26" EAST A DISTANCE OF 10.00 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 394.20 FEET; THENCE NORTH 04°34'26" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 651.10 FEET TO A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2380.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 19°23'00", AN ARC DISTANCE OF 805.17 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 84°52'56" EAST, 801.33 FEET TO A NON-TANGENT LINE; THENCE SOUTH 14°48'34" EAST A DISTANCE OF 27.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2407.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 05°17'53", AN ARC DISTANCE OF 222.57 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 72°32'29" EAST, 222.49 FEET TO A NON-TANGENT LINE; THENCE SOUTH 20°06'27" EAST A DISTANCE OF 17.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2424.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 03°58'53", AN ARC DISTANCE OF 168.44 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 67°54'07" EAST, 168.40 FEET TO A NON-TANGENT LINE; THENCE NORTH 24°05'20" WEST A DISTANCE OF 17.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2407.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 00°41'29", AN ARC DISTANCE OF 29.05 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 65°33'58" EAST, 29.05 FEET TO THE EAST LINE OF SAID SECTION 35 AND THE POINT OF BEGINNING.

EASEMENT CONTAINING 0.73 ACRES, MORE OR LESS.

### PARCEL 701

COMMENCE AT POINT B (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 100 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE NORTH 85°25'34" WEST A DISTANCE OF 667.22 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 53°18'39" EAST A DISTANCE OF 56.43 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 98.68 FEET; THENCE NORTH 04°34'26" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 50.89 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINING 0.05 ACRES (2,242 SQUARE FEET), MORE OR LESS.

### PARCEL 702

COMMENCE AT POINT B (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 100 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE NORTH 85°25'34" WEST A DISTANCE OF 768.11 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 04°34'26" WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 237.89 FEET; THENCE NORTH 04°34'26" EAST A DISTANCE OF 20.00 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 500.00 FEET TO THE EASTERN RIGHT OF WAY LINE OF COUNTY ROAD 218 (A VARIABLE WIDTH RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 71493); THENCE NORTH 04°34'26" EAST, ALONG THE SAID EASTERN RIGHT OF WAY LINE OF COUNTY ROAD 218, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID EASTERN RIGHT OF WAY LINE OF COUNTY ROAD 218, SOUTH 85°25'34" EAST A DISTANCE OF 737.89 FEET; TO THE POINT OF BEGINNING.

EASEMENT CONTAINING 0.28 ACRES, MORE OR LESS.

### PARCEL 703

COMMENCE AT POINT C (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 100 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE NORTH 85°31'03" WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 04°34'26" WEST A DISTANCE OF 29.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 04°34'26" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 675.50 FEET TO THE SAID EASTERN RIGHT OF WAY LINE OF COUNTY ROAD 218; THENCE NORTH 04°34'26" EAST, ALONG THE SAID EASTERN RIGHT OF WAY LINE OF COUNTY ROAD 218, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID EASTERN RIGHT OF WAY LINE OF COUNTY ROAD 218, SOUTH 85°25'34" EAST A DISTANCE OF 100.00 FEET; THENCE NORTH 04°34'26" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 150.00 FEET; THENCE SOUTH 04°34'26" WEST A DISTANCE OF 10.00 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 250.00 FEET; THENCE NORTH 04°34'26" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 175.50 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINING 0.23 ACRES, MORE OR LESS.

### PARCEL 704

BEGIN AT POINT C (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 100 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE NORTH 85°31'03" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 04°28'57" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 85°31'03" EAST A DISTANCE OF 61.44 FEET; THENCE SOUTH 77°30'52" EAST A DISTANCE OF 166.66 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 624.00 FEET; THENCE SOUTH 04°34'26" WEST A DISTANCE OF 27.00 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 474.00 FEET; THENCE NORTH 04°34'26" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 156.90 FEET TO A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2205.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 07°18'08", AN ARC DISTANCE OF 281.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 89°04'36" EAST, 280.81 FEET TO A NON-TANGENT LINE; THENCE SOUTH 02°43'39" EAST A DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2215.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 13°42'04", AN ARC DISTANCE OF 529.67 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 80°25'19" EAST, 528.41 FEET TO A NON-TANGENT LINE; THENCE NORTH 16°25'43" WEST A DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2205.00; THENCE ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 10°47'33", AN ARC DISTANCE OF 415.35 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 68°10'30" EAST, 414.73 FEET TO THE EAST LINE OF SAID SECTION 35; THENCE SOUTH 00°23'50" EAST ALONG THE EAST LINE OF SAID SECTION 35 A DISTANCE OF 22.39 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2225.00; THENCE ALONG THE ARC OF SAID CURVE THROUGH AN ANGLE OF 31°32'07", AN ARC DISTANCE OF 1224.62 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 79°48'23" WEST, 1209.22 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 640.90 FEET; NORTH 04°34'26" EAST A DISTANCE OF 27.00 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 614.69 FEET; THENCE NORTH 77°30'52" WEST A DISTANCE OF 166.66 FEET; THENCE NORTH 85°31'03" WEST A DISTANCE OF 10.74 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINING 0.82 ACRES, MORE OR LESS.

**EXHIBIT C**

**MOBILITY FEE and APF CREDIT CALCULATION**

Mobility Fee calculation for donation of Right of Way on the Property

*Fee Simple Right of Way*

**12.15** acres

*Conveyance and Outfall Easements*

**0.87** acres

*Pond Easements*

**3.56** acres

*Temporary Construction Easements*

**2.12** acres

**18.7 TOTAL ACRES**

**TOTAL MOBILITY FEE CREDIT AWARDED**

**\$ 811,304**

Adequate Public Facilities Credit Calculation

Adequate Public Facilities Credit

**3,380 linear feet of eligible APF Right of Way \* 80' width = 6.21 acres**

6.21 acres of the total Fee Simple Right of Way is eligible Adequate Public Facilities Right of Way.