

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

**MOBILITY FEE CREDIT AGREEMENT FOR  
STORMWATER MANAGEMENT FACILITIES CONSTRUCTION,  
STORMWATER MANAGEMENT FACILITIES DONATION,  
AND RIGHT OF WAY DONATION  
Re: Cross Creek**

This Mobility Fee Credit Agreement for Stormwater Management Facility Construction, Stormwater Management Facilities Donation, and Right of Way Donation (the “Agreement”) is made and executed as of this \_\_\_\_\_ day of March, 2022, by and between Clay County, Florida, a political subdivision of the State of Florida (the “County”), and D.R. Horton, Inc. - Jacksonville, a Delaware corporation (the “Developer”).

**Recitals**

**WHEREAS**, on October 27, 2020, the County adopted Ordinance No. 2020-39, known as the Clay County Mobility Fee Ordinance, as the same may be amended (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 contains provisions for credit to be granted against the imposition of Mobility Fee obligations imposed in the Lake Asbury Master Plan Area, which arise from the construction by an Owner or Applicant (“Owner”) of all or any portion of a Designated Mobility Improvement, as that term is defined by the Ordinance; and

**WHEREAS**, such credit, once granted pursuant to the requirements in the Ordinance, may be used by an Owner in connection with future development within the Owner’s property; and

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

**WHEREAS**, Developer is the owner of approximately 970.12 acres of real property in the County (the “Property”) located within the Lake Asbury Master Plan Area (the “LAMP”), which is more particularly described in Exhibit A attached hereto and by reference made a part hereof, and which is being developed as a project known as Cross Creek; and,

**WHEREAS**, development of the Property is New Construction; and

**WHEREAS**, Developer intends to construct two stormwater management facilities (the “Joint Use Ponds”) within the Property, as depicted in Exhibit B, attached hereto and incorporated by reference herein, and to provide easements to the County for the Joint Use Ponds in connection with the widening of CR 209 (Russell Road); and

**WHEREAS**, Developer intends to donate or cause to be donated to the County from within the Property approximately 3.52 acres of land for right of way for a portion of the widening of CR 209 (Russell Road) and 5.54 acres of land for two additional storm water management facilities (collectively, “Right of Way”), as described in Composite Exhibit C attached hereto and by reference made a part hereof; and

**WHEREAS**, the widening of CR 209 (Russell Road) is a Designated Mobility Improvement (#5), as defined in the Ordinance; and

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

**WHEREAS**, upon the execution of this Agreement and subject to the conditions provided for herein for the donation and acceptance of land for the Right of Way and construction and joint use of the Joint Use Ponds, including the granting of any required easements, Developer shall be entitled to credit, the amount of which has been determined in accordance with the provisions of Section 3.05 D(3) in the Ordinance (the “Credit”); and

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

**WHEREAS**, Developer and the County desire to formalize their respective rights and obligations with regard to the Credit to which Developer shall become entitled to 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. **Entitlement to Credit**. Developer and the County agree that Developer shall receive Credit for the property value and construction cost attributable to the County's portion of the Joint Use Ponds and the property value of the Right of Way based upon the current standards of methodology set forth in Section 3.05 of the Ordinance, and as calculated and described herein as shown on Exhibit D attached hereto and by reference made a part hereof.

b. **Schedule of Credit**. Donation of the Right of Way, construction and grant of easements for the Joint Use Ponds, and the issuance of the Credit to Developer shall proceed as follows:

(i) Donation of Right of Way. Developer shall donate or cause to be donated to the County the Right of Way on or before April 1, 2023. The donation of the Right of Way shall be accomplished by dedication through plat. Upon dedication and acceptance of the Right of Way, the County shall issue \$362,400.00 in Credit to Developer, as calculated in Exhibit D.

(ii) Construction of Joint Use Ponds and accompanying easements. Developer shall complete or cause to be completed the construction of the Joint Use Ponds and grant easements to the County for the Joint Use Ponds by April 1, 2023. The easements shall be granted to the County by plat. Upon the completion of construction and granting of easements to the County by plat, along with acceptance of such plat and required easements by the County, the County shall issue \$213,981.78 in Credit to Developer, as calculated in Exhibit D.

(iii) County Election to Construct. In the event Developer fails to timely complete construction of the Joint Use Ponds, the County may elect to construct such facilities upon at least forty-five (45) days prior written notice to Developer. If the County elects to complete construction of the Joint Use Ponds, then Developer shall provide to the County any plans or studies, with no representations or recourse and specifically excluding any environmental studies, and shall assign to the County any permits or permit applications associated with the Joint Use Ponds. If the County constructs any portion of the Joint Use Ponds pursuant to its right under this Section 2.b.iii, then, by amendment of this Agreement, the Developer and the County will agree to any credits that Developer may be due for the granting of easements for the Joint Use Ponds (the value of which as set forth in Exhibit D is \$51,480.00) and to any costs that may be due the County for construction of the Joint Use Ponds which benefit Developer (3.88 acres of which is allocated to the Developer as set forth in Exhibit D).

c. Use of Credit. The Credit established under this Section 2. of this Agreement shall be applied to the payment of Mobility Fee obligations arising from the New Construction until the total Credit is exhausted. Any Credit in excess of Mobility Fees required for New Construction on the Property may be used by Developer on other properties which it owns within the LA/GCS Mobility District or may be transferred to owners or applicants for New Construction within the LA/GCS Mobility District. Failure to provide to the County by plat the joint use of the Joint Use Ponds and any associated easements or the Right of Way, subject to any delays in review or approval by the County, will cause the entitlement to any Credit under this Agreement to be revoked and all Mobility Fee obligations due shall be due and payable as and when otherwise required by the Ordinance and collected in any manner authorized by law.

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

a. Deliver to Developer 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 successors 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 availability of the Credit.

c. Require that, in connection with payment of Mobility Fee obligations, when a Credit Voucher from Developer, 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 Developer, 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 Developer or any transferee or its successor, as applicable, for any development, 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 development at the time any Mobility Fee obligation is otherwise due.

e. Periodically, Developer 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, Developer believes that the County has accepted an invalid Credit Voucher(s) or has otherwise processed a Credit Voucher(s) improperly, Developer may notify the County of its objection to such Credit Voucher(s). Upon receipt of a Developer 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 Credit Voucher(s). If the County determines that the Credit Voucher(s) to which Developer 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, or, where no Credit Voucher is presented from Developer, a transferee, or a successor. Any such payment is non-refundable.

g. In the event that the Credit of Developer established under Section 2. is exhausted, advise Developer in writing of said occurrence.

4. **Developer's Obligations.** Developer 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 Developer, 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 land within which the Credit may be used.

c. Developer agrees to construct the Joint Use Ponds in accord with this Agreement and the requirements of the Clay County Code and Florida Department of Transportation standards and regulation, and to grant necessary easements to the County.

d. Developer is obligated to donate to the County by plat the Right of Way and provide within such plat the required easements for the Joint Use Ponds 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 the year following the year in which the Credit is issued by the County and for so long as there remains any Credit under this Agreement, Developer or any transferee, as may be designated by Developer 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 the Credit remaining. If Developer's

conclusions in its annual report, when compared to the County's ledger listing the use of Credit, disagree with the County's ledger, then Developer shall notify the County in writing and state the specific reasons for such disagreement. In the event that Developer and the County are unable to resolve such a disagreement within 60 days of submittal of an Annual Report in which the disagreement is identified, Developer may request a meeting with the County Manager. If the County Manager affirms the disagreement with the conclusions of the Annual Report, then Developer 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 Developer 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 Developer may pursue any available remedies in law or equity.

b. Developer Defaults. If Developer 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.

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 Developer to request the County to amend this Agreement in a manner which may 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 D.R. Horton, Inc. - Jacksonville:

Philip A. Fremento, Vice President  
D.R. Horton, Inc. - Jacksonville  
4220 Race Track Road  
Jacksonville, FL 32259

With Copy to:  
Mark C. Dearing, Division Counsel  
D.R. Horton, Inc. – Jacksonville  
4220 Race Track Road  
Jacksonville, FL 32259

b. 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.

c. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns. Developer may assign any or all of its rights and obligations under this Agreement. In the event of such assignment, the term “Developer” 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 Developer 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, D.R. Horton, Inc. - Jacksonville, shall have no further obligations under this Agreement. Any assignment by Developer of its rights and obligations under this Agreement (by way of example and not by limitation, assignment to a community development district) may provide for a reassignment by the assignee back to Developer of the Credit to which the assignee may be entitled as a consequence of the construction of the Joint Use Ponds, grant of easements, and donation of the Right of Way; and, under such reassignment, Developer shall own and hold the Credits prior to or as of the date of the Credit approval as defined in Section 2. herein, and shall be authorized to submit documentation to the County and seek approval of the amount of Credit as provided in Section 2. herein.

d. 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.

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

f. 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.

g. 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.

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

i. 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.

j. 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.

k. 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.

l. 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.

m. 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.

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

o. 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 date and year first above written.

**D.R. Horton, Inc. - Jacksonville,**  
a Delaware corporation

By: \_\_\_\_\_  
Philip A. Fremento, Vice President

**CLAY COUNTY, FLORIDA**

By: \_\_\_\_\_  
Wayne Bolla, Its Chairman

Attest:

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

## Exhibit A

### Legal Description of the Property

A PORTION OF THE PLAT OF FLORIDA FARMERS LAND COMPANY SUBDIVISION RECORDED IN MAP BOOK 1, PAGE 49 OF THE CURRENT PUBLIC RECORDS OF CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF LANDS DESCRIBED BOOK 1945, PAGE 1429 OF THE OFFICIAL RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 739-B (AN 80 FOOT RIGHT-OF-WAY AS CURRENTLY ESTABLISHED);

FROM THE POINT OF BEGINNING THUS DESCRIBED THENCE NORTH 66°20'40" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 758.86 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN BOOK 1862, PAGE 990 OF THE OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 42°38'23" EAST, 197.67 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 47°10'15" EAST, ALONG THE SOUTHERLY LINE OF SAID LANDS, 569.13 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 739-B; THENCE NORTH 66°20'40" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 259.46 FEET; THENCE NORTH 65°50'01" EAST, 1,420.13 FEET; THENCE SOUTH 23°50'27" EAST, 7.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 7,672.44 FEET, A CHORD BEARING AND DISTANCE OF NORTH 63°02'58" EAST, 179.88 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 41°37'47" EAST, 349.06 FEET; THENCE SOUTH 43°40'16" EAST, 140.37 FEET; THENCE SOUTH 47°05'52" WEST, 353.23 FEET; THENCE SOUTH 42°17'58" EAST, 92.94 FEET; THENCE SOUTH 39°11'35" WEST, 648.77 FEET; THENCE SOUTH 42°41'53" EAST, 385.38 FEET; THENCE NORTH 47°11'24" EAST, 628.50 FEET; THENCE NORTH 47°25'06" EAST, 667.85 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 209 (AN 80 FOOT RIGHT-OF-WAY AS CURRENTLY ESTABLISHED); THENCE THE FOLLOWING COURSES ALONG SAID RIGHT-OF-WAY LINE, SOUTH 42°34'18" EAST, 1901.87 FEET; THENCE SOUTH 42°32'58" EAST, 1,199.83 FEET; THENCE SOUTH 42°34'14" EAST, 3,601.04 FEET; THENCE SOUTH 42°30'44" EAST, 972.96 FEET TO THE NORTHERLY CORNER OF LOT 2, BLOCK 46 OF THE AFOREMENTIONED FLORIDA FARMERS LAND COMPANY SUBDIVISION; THENCE SOUTH 47°07'59" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 2 AND LOT 11 BLOCK 46, 1304.70 FEET TO THE WESTERLY CORNER OF SAID LOT 11; THENCE SOUTH 42°27'00" EAST ALONG THE SOUTHWESTERLY LINES OF LOTS 9, 10 AND 11 BLOCK 46, 1,993.24 TO THE SOUTHERLY CORNER OF SAID LOT 9; THENCE SOUTH 47°40'43" WEST TO AND ALONG THE SOUTHEASTERLY LINE OF LOTS 4 AND 9, BLOCK 47 AND LOT 4, BLOCK 48, 3,103.40 FEET TO THE SOUTHWESTERLY LINE OF SAID PLAT; THENCE NORTH 39°53'54" WEST ALONG SAID SOUTHWESTERLY PLAT LINE, 9,299.77 FEET TO THE SOUTHERLY CORNER OF LOT 5, BLOCK 18; THENCE NORTH 42°33'44" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 5, 602.10 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN BOOK 1962, PAGE 1282 OF SAID OFFICIAL RECORDS; THENCE THE FOLLOWING COURSES ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID LANDS, NORTH 64°56'17" EAST, 583.25 FEET; THENCE NORTH 16°10'10" WEST, 155.89 FEET; THENCE NORTH 39°42'11" WEST, 400.91 FEET; THENCE NORTH 43°53'05" WEST, 297.66 FEET; THENCE SOUTH

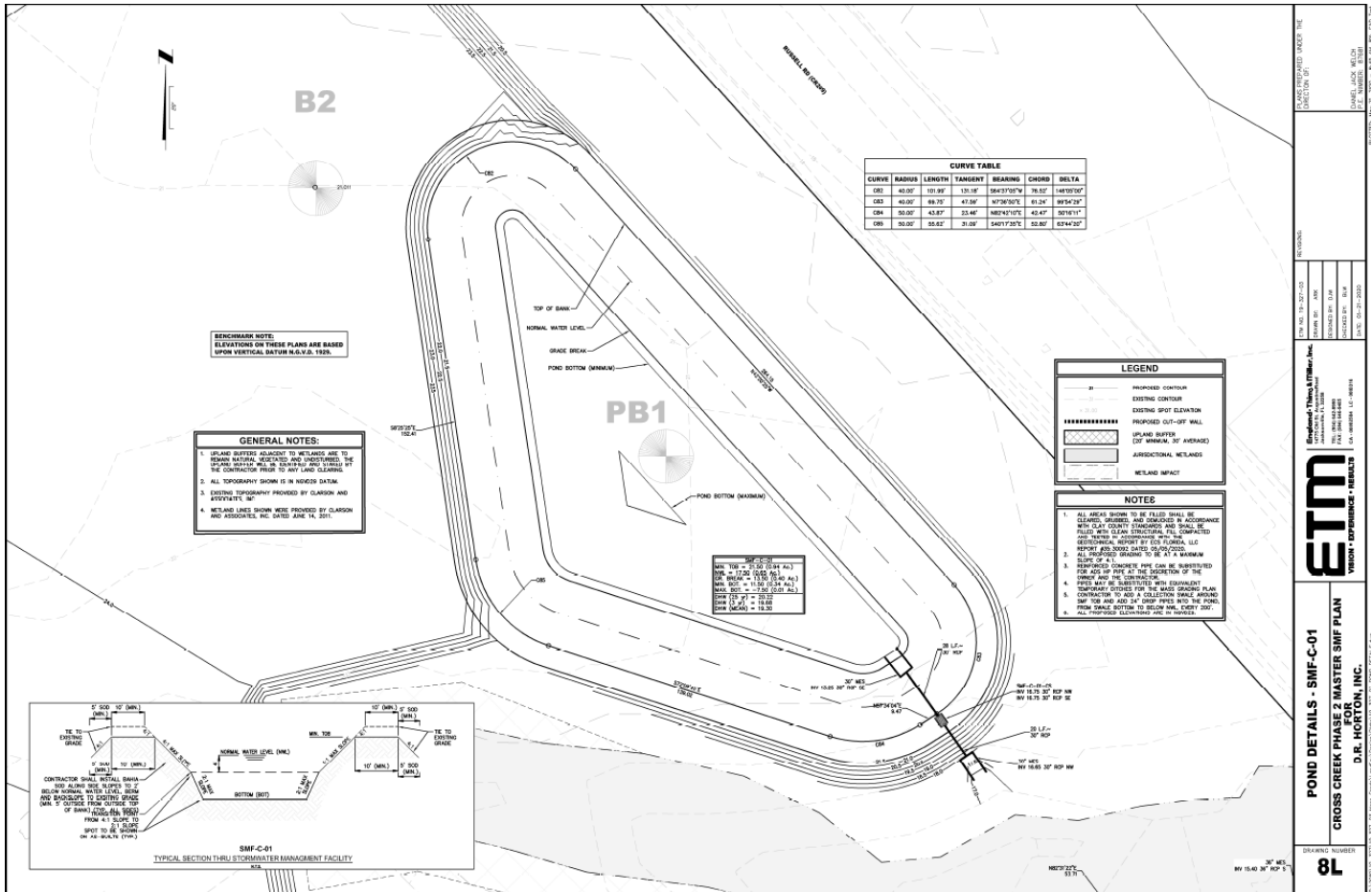
38°35'10" WEST, 59.97 FEET; THENCE NORTH 40°07'09" WEST, 563.34 FEET TO THE MOST EASTERLY CORNER OF AFORMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1945, PAGE 1429; THENCE NORTH 40°11'24" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LANDS, 643.74 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 970.12 ACRES, MORE OR LESS.

# Exhibit B

## Joint Use Ponds

### Joint Use Pond SMF-C-01



PROJECT: JOINT USE POND SMF-C-01  
DATE: 06-27-2013  
DRAWN BY: JRM  
CHECKED BY: JRM  
SCALE: AS SHOWN

**ETM**  
Engineering & Technical Management, Inc.  
1000 W. 10th Street, Suite 100  
Ft. Collins, CO 80526  
TEL: 970.223.8888  
WWW.ETM-INC.COM

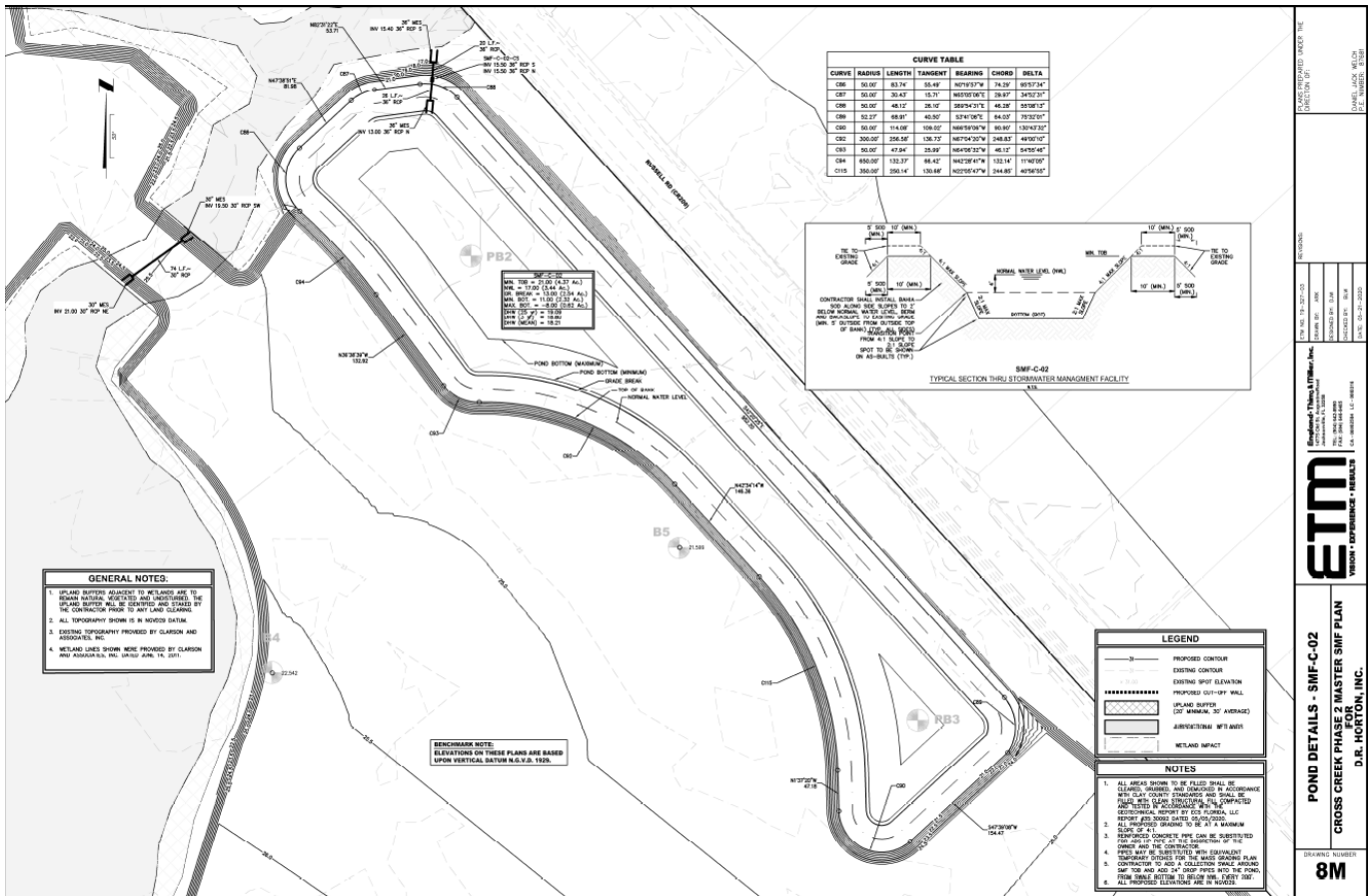
**POND DETAILS - SMF-C-01**  
**CROSS CREEK PHASE 2 MASTER SMF PLAN**  
**FOR**  
**D.R. HORTON, INC.**

DRAWING NUMBER: **81**

SCALE: 3/4" = 1'-0" (AS SHOWN)



# Joint Use Pond SMF-C-02



PROJECT: JOINT USE POND SMF-C-02  
 SHEET NO. 18-0371-005  
 DATE: 06/15/2010  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO.: 18-0371-005  
 DATE: 06/15/2010

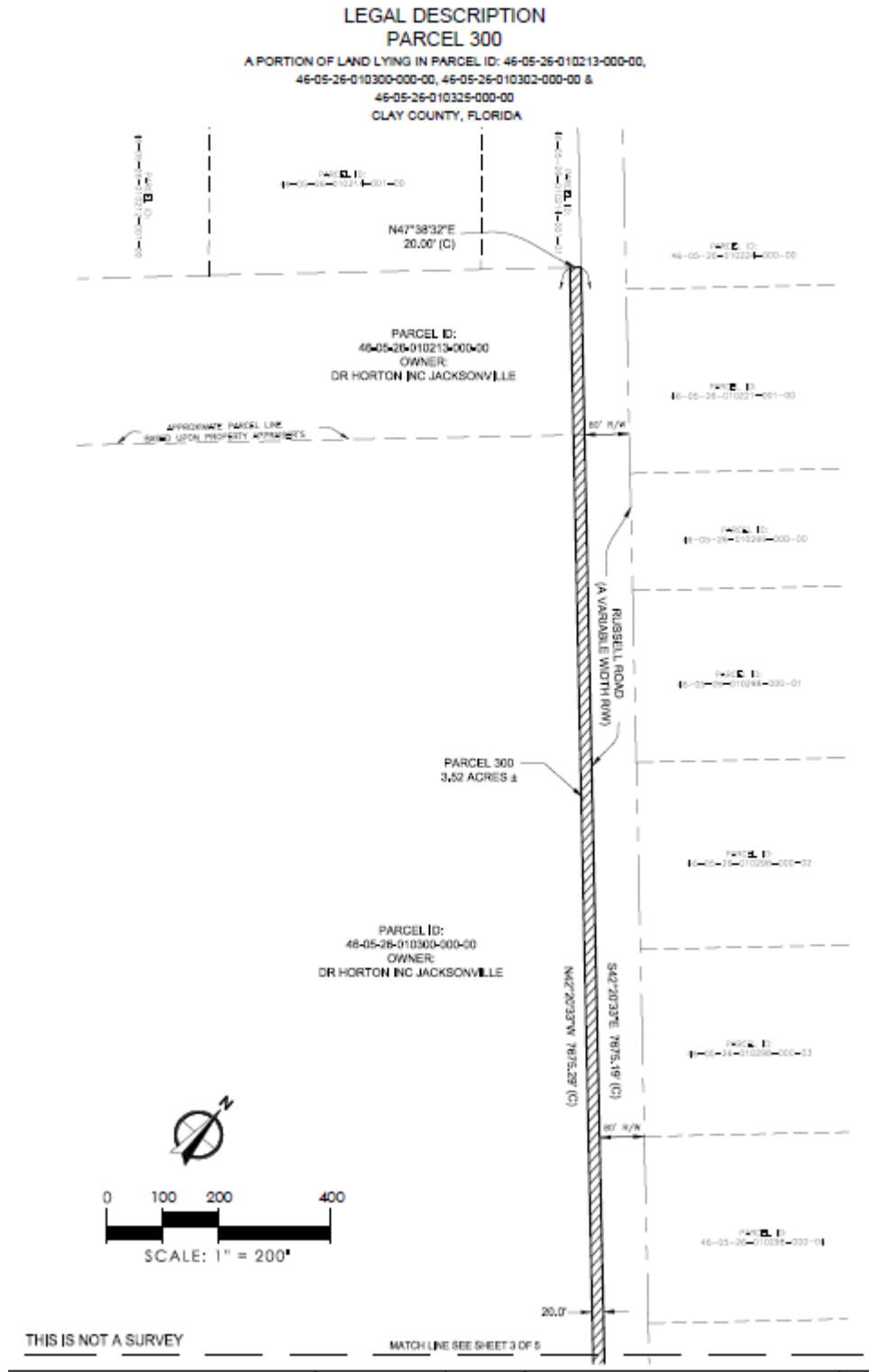
**ETM**  
 Elevation & Terrain Mapping  
 VISION • EXPERIENCE • RESULTS

**POND DETAILS - SMF-C-02**  
**CROSS CREEK PHASE 2 MASTER SMF PLAN**  
**D.R. HORTON, INC.**

DRAWING NUMBER: **8M**

**Exhibit C**  
**Right of Way**  
 (ROW Parcel 300; Pond Parcel 301; Pond Parcel 356)

Parcel 300

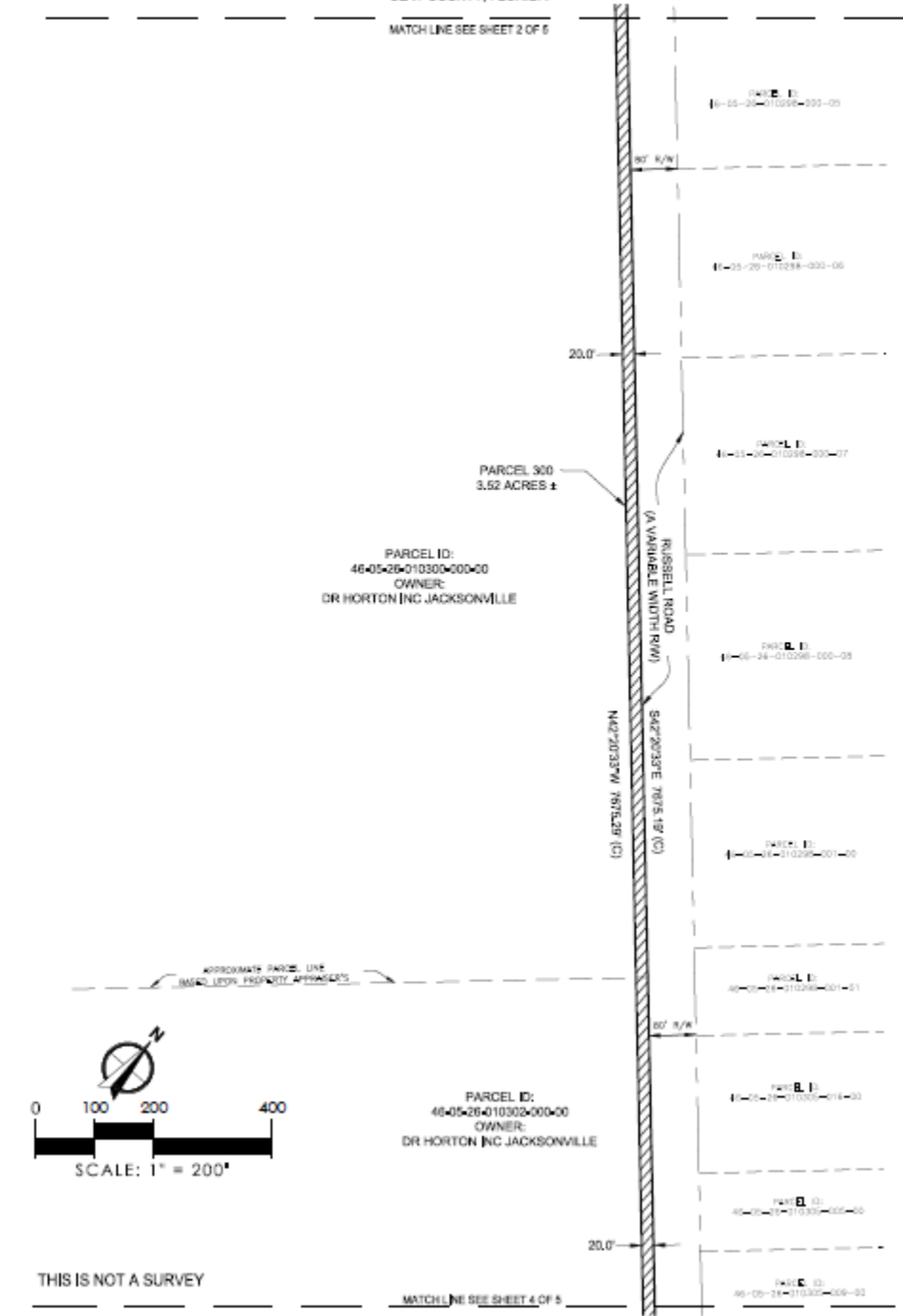


Parcel 300 (cont.)

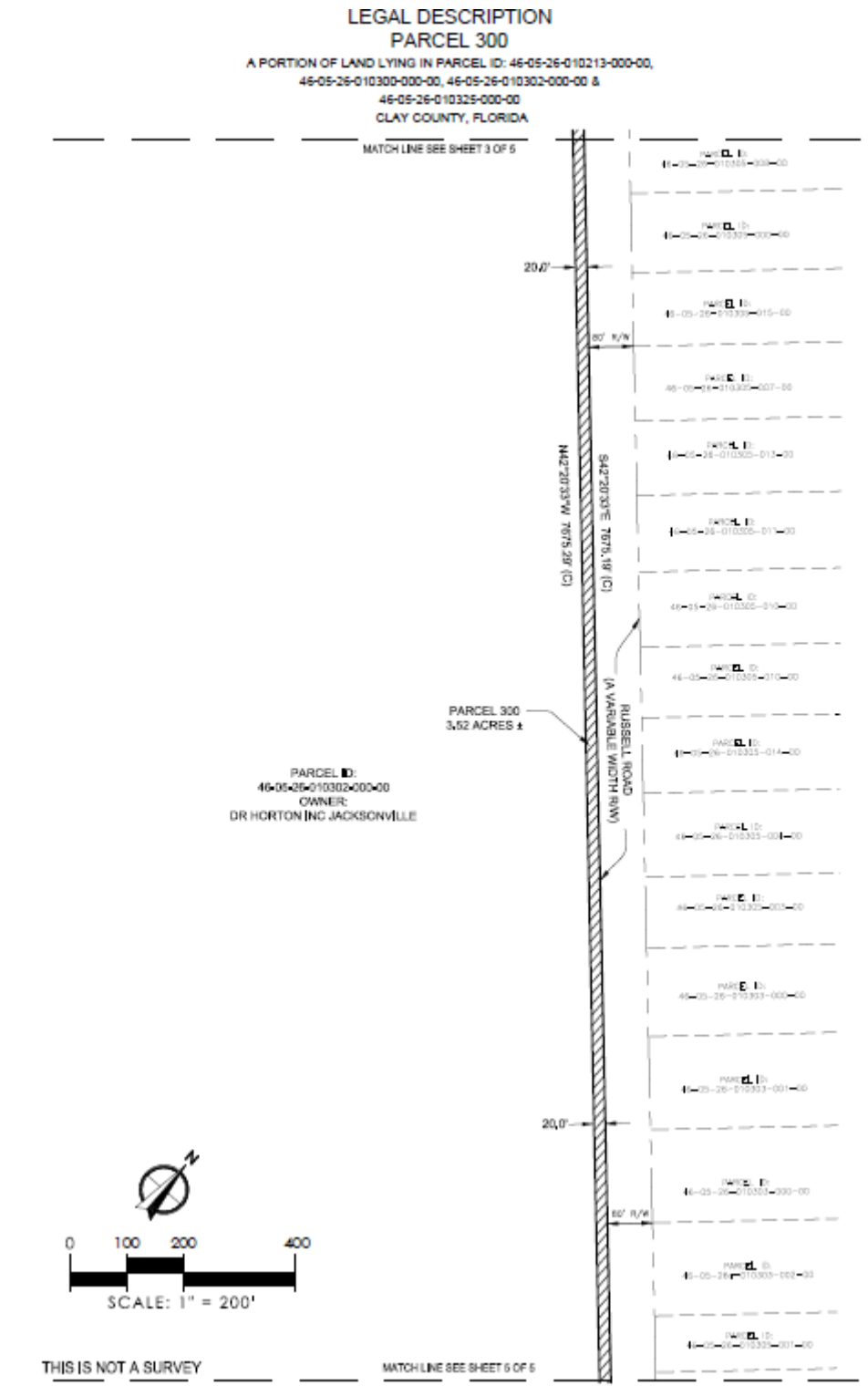
LEGAL DESCRIPTION  
 PARCEL 300

A PORTION OF LAND LYING IN PARCEL ID: 46-05-26-010213-000-00,  
 46-05-26-010300-000-00, 46-05-26-010302-000-00 &  
 46-05-26-010325-000-00  
 CLAY COUNTY, FLORIDA

MATCH LINE SEE SHEET 2 OF 5



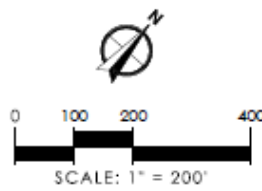
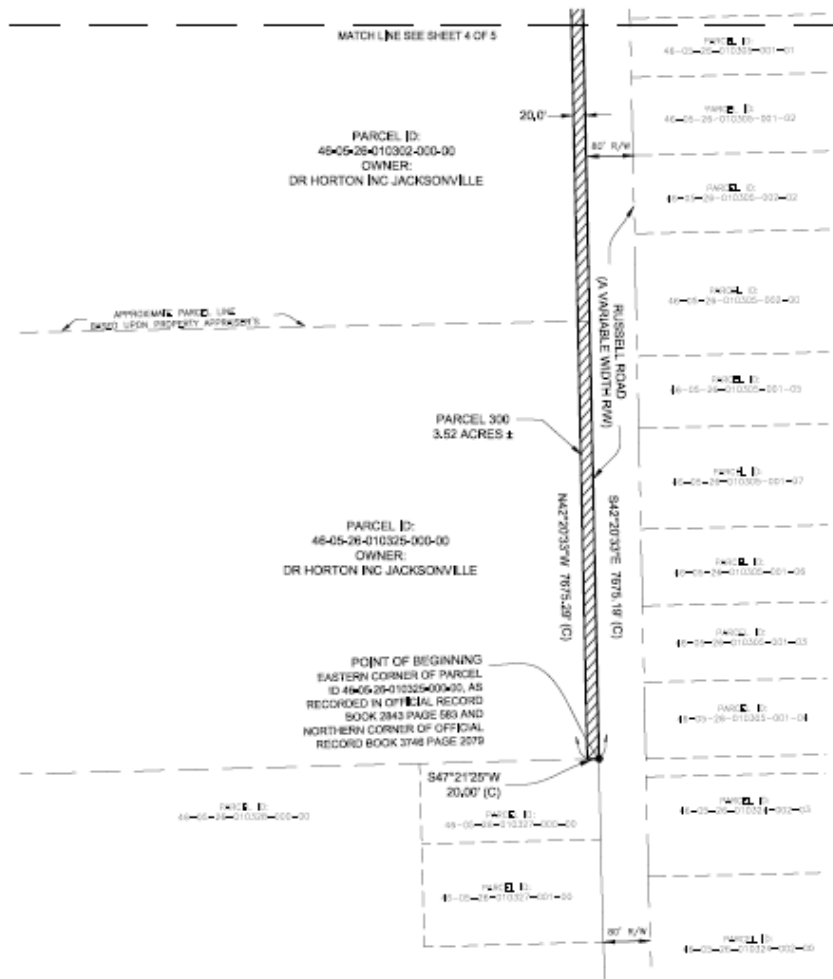
Parcel 300 (cont.)




Parcel 300 (cont.)

LEGAL DESCRIPTION  
PARCEL 300

A PORTION OF LAND LYING IN PARCEL ID: 46-05-26-010213-000-00,  
46-05-26-010300-000-00, 46-05-26-010302-000-00 &  
46-05-26-010325-000-00  
CLAY COUNTY, FLORIDA



THIS IS NOT A SURVEY

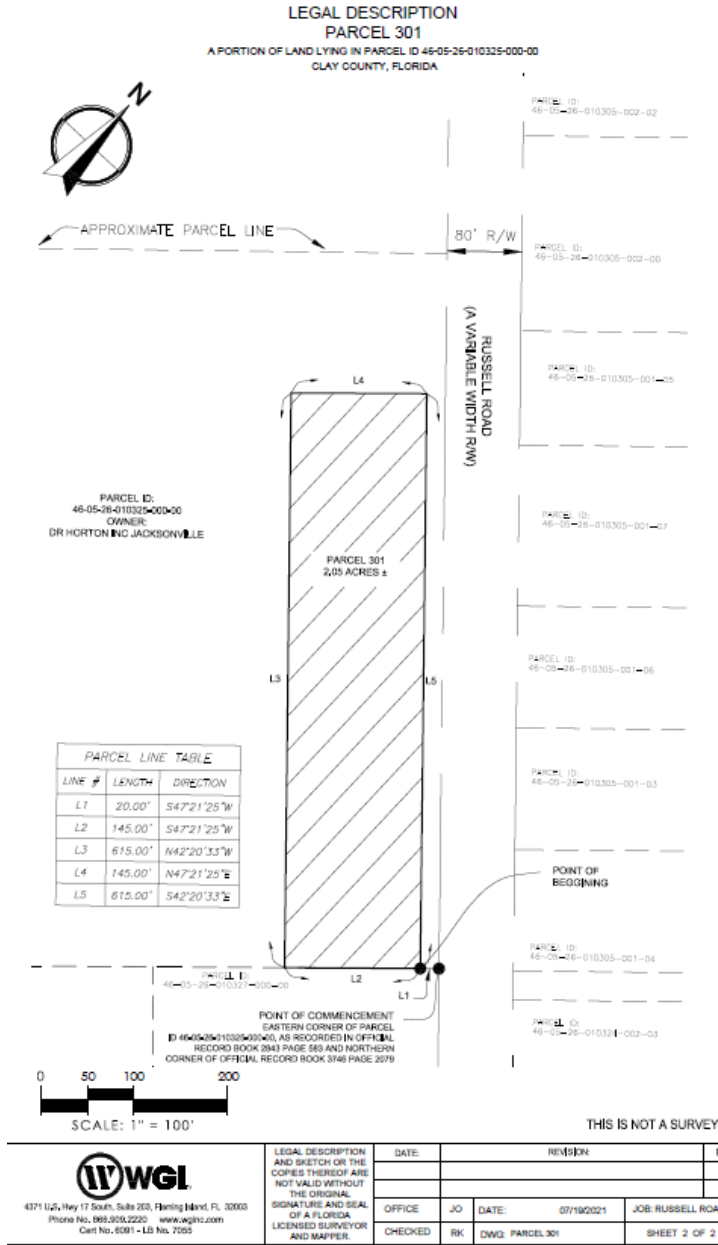
 4371 US Hwy 17 South, Suite 203, Fleming Island, FL 32003 <small>Phone: 904-286-9900</small>	LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA	DATE:	REVISION:	BY:
		OFFICE:	JO:	DATE:

A PORTION OF PARCEL ID: 46-05-26-010213-000-00, 46-05-26-010300-000-00, 46-05-26-010302-000-00 & 46-05-26-010325-000-00 AS RECORDED IN OFFICIAL RECORD BOOK 2843, PAGE 583, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT EASTERN CORNER OF PARCEL ID 46-05-26-010325-000-00, AS RECORDED IN OFFICIAL RECORD BOOK 2843 PAGE 583 ALSO BEING THE NORTHERN CORNER OF OFFICIAL RECORD BOOK 3746 PAGE 2079 LOCATED ALONG THE WESTERLY EXISTING RIGHT OF WAY OF RUSSELL ROAD (A VARIABLE WIDTH RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 7153-150); THENCE SOUTH 47° 21' 25" WEST A DISTANCE OF 20.00 FEET; THENCE PARALLEL TO THE WESTERLY EXISTING RIGHT OF WAY OF SAID RUSSELL ROAD NORTH 42° 20' 33" WEST A DISTANCE OF 7,675.29 FEET TO THE NORTHWEST LINE OF PARCEL ID: 46-05-26-010213-000-00, AS RECORDED IN OFFICIAL RECORD BOOK 2843 PAGE 583; THENCE ALONG SAID PARCEL ID: 46-05-26-010213-000-00 NORTH 47° 38' 32" EAST A DISTANCE OF 20.00 FEET TO THE WESTERLY EXISTING RIGHT OF WAY OF SAID RUSSELL ROAD; THENCE ALONG THE WESTERLY EXISTING RIGHT OF WAY OF SAID RUSSELL ROAD SOUTH 42° 20' 33" EAST A DISTANCE OF 7, 675.19 TO THE POINT OF BEGINNING.

PARCEL CONTAINING 3.52 ACRES (153,567.59 SQUARE FEET), MORE OR LESS.

Parcel 301

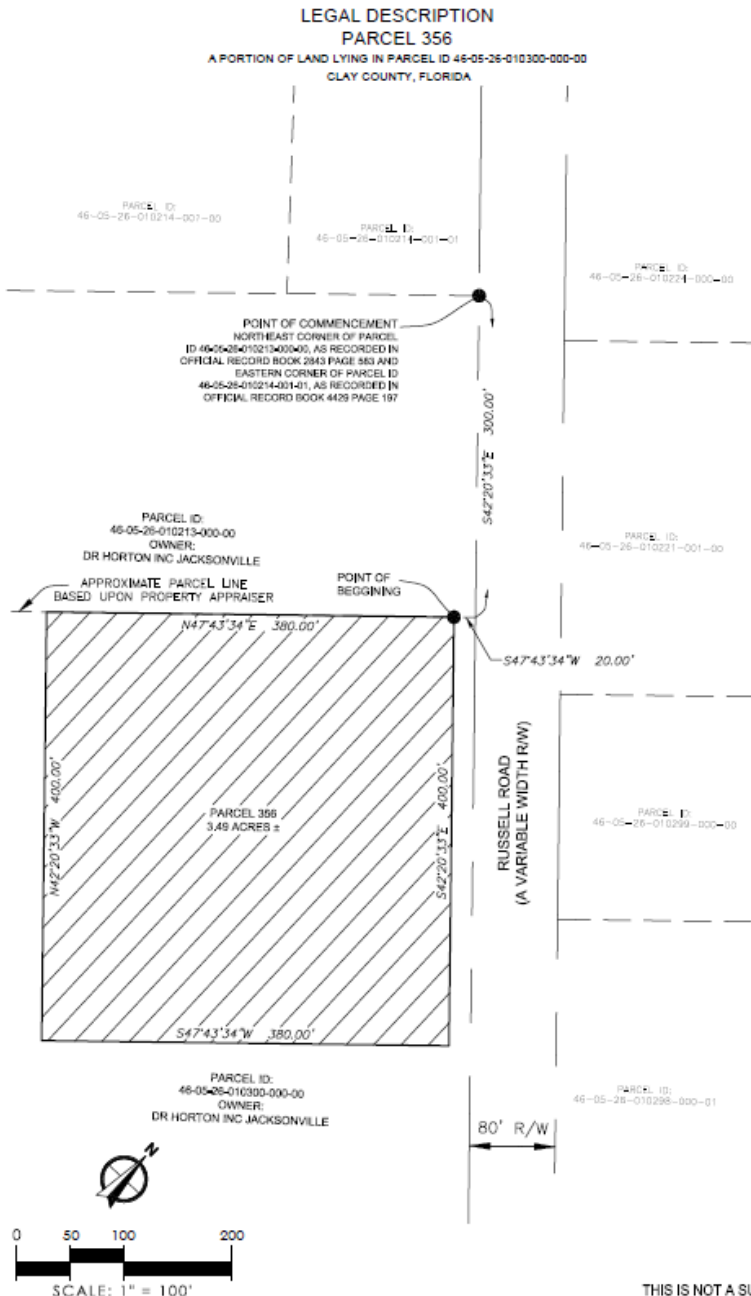


A PORTION OF PARCEL ID: 46-05-26-010325-000-00 AS RECORDED IN OFFICIAL RECORD BOOK 2843, PAGE 583, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCEMENT** AT EASTERN CORNER OF PARCEL ID 46-05-26-010325-000-00, AS RECORDED IN OFFICIAL RECORD BOOK 2843 PAGE 583 ALSO BEING THE NORTHERN CORNER OF OFFICIAL RECORD BOOK 3746 PAGE 2079 LOCATED ALONG THE WESTERLY EXISTING RIGHT OF WAY OF RUSSELL ROAD (A VARIABLE WIDTH RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 7153-150); THENCE ALONG THE BOUNDARY OF SAID OFFICIAL RECORD BOOK 2843 PAGE 583 SOUTH 47° 21' 25" WEST A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG THE BOUNDARY OF SAID OFFICIAL RECORD BOOK 2843 PAGE 583 SOUTH 47° 21' 25" WEST A DISTANCE OF 145.00; THENCE NORTH 42°20' 33" WEST A DISTANCE 615.00 FEET; THENCE NORTH 47° 21' 25" EAST A DISTANCE OF 145.00; THENCE SOUTH 42°20' 33" EAST A DISTANCE 615.00 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINING 2.05 ACRES (89,175 SQUARE FEET), MORE OR LESS.

Parcel 356



SCALE: 1" = 100'

THIS IS NOT A SURVEY

 4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003 Phone No. 905.909.2220 www.iwgii.com Cert No. 6091 - L&M No. 7055	LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	DATE:	REVISION		BY:
	OFFICE	JO	DATE:	02/03/2022	JOB: RUSSELL ROAD
CHECKED	RK	DIWG:	PARCEL 356	SHEET 2 OF 2	

A PORTION OF PARCEL ID: 46-05-26-010300-000-00 AS RECORDED IN OFFICIAL RECORD BOOK 2843, PAGE 583, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCEMENT** AT NORTHEAST CORNER OF PARCEL ID 46-05-26-010213-000-00, AS RECORDED IN OFFICIAL RECORD BOOK 2843 PAGE 583 ALSO BEING THE EASTERN CORNER OF PARCEL ID 46-05-26-010214-001-01, AS RECORDED IN OFFICIAL RECORD BOOK 4429 PAGE 197 LOCATED ALONG THE WESTERLY EXISTING RIGHT OF WAY OF RUSSELL ROAD (A VARIABLE WIDTH RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 7153-150); THENCE SOUTH 42° 20' 33" EAST ALONG THE SAID WESTERN RIGHT OF WAY OF RUSSELL ROAD A DISTANCE OF 300.00 FEET; THENCE SOUTH 47° 43' 34" WEST A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**; THENCE PARALLEL TO THE SAID EXISTING RIGHT OF WAY OF RUSSELL ROAD SOUTH 42° 20' 33" EAST A DISTANCE OF 400.00 FEET; THENCE SOUTH 47° 43' 34" WEST A DISTANCE OF 380.00 FEET; THENCE NORTH 42° 20' 33" WEST A DISTANCE OF 400.00 FEET; THENCE NORTH 47° 43' 34" EAST A DISTANCE OF 380.00 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINING 3.48 ACRES (152,000 SQUARE FEET), MORE OR LESS.

**Exhibit D**

**Credit Calculation**

**Mobility Fee calculation for easements and construction of Joint Use Ponds:**

Joint Use Ponds Easement	(County allocation 1.43 acres of 5.31 acres) (1.43 acres X \$40,000/ acre X.90)		\$51,480.00
Construction Cost	(County's share)		
	SMF-C-01 (3B-2-1)	\$39,796.24	
	SMF-C-02 (3B-2-2)	\$122,705.54	
			\$162,501.78

**Mobility Fee calculation for donation of Right of Way:**

County Owned Stormwater Management Facilities Donation			\$221,600.00
	(Parcels 301 and 356 - 5.54 acres x \$40,000/ acre)		
Right of Way Donation (Parcel 300- 3.52 acres x \$40,000/ acre)			\$140,800.00

**TOTAL MOBILITY FEE CREDIT** **\$576,381.78**