

CLAY COUNTY
AGREEMENT/CONTRACT No. 2021/22-_____

DONATION AGREEMENT FOR FIRE STATION SITE
Re: Peters Creek Investments, LLP

This Donation Agreement for a Fire Station Site (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 Peters Creek Investments, LLP, a Florida limited liability partnership (“PCI”).

Recitals

WHEREAS, PCI is the owner of real property in the County (the “Property”), which is more particularly described in **Exhibit A** attached hereto and by reference made a part hereof, and which is intended to be developed as a phase of the Willow Springs PUD approved by Clay County Ordinance 2015-07, as such may be amended from time to time (the “Project”); and,

WHEREAS, the County has engaged in long range planning for fire and emergency medical services (EMS) facilities based on population projections and the 2040 Future Land Use Map and identified its Future Fire and EMS Needs; and,

WHEREAS, the County has determined and PCI agrees that 4 acres within the Property, which is depicted on the Willow Springs North PUD Site Plan attached hereto as **Exhibit B** and by reference made a part thereof (the “Fire Station Site”), may be necessary to meet the Future Fire and EMS Needs of the County; and,

WHEREAS, PCI intends to donate or cause to be donated to the County the Fire Station Site; and,

WHEREAS, PCI and the County desire to formalize their respective rights and obligations with regard to the donation of the Fire Station Site.

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. **Fire Station Site**. PCI is obligated to donate 4 acres as depicted on the Willow Springs North PUD Site Plan (the “Fire Station Site”). Permitted use of the Fire Station Site shall be a public fire and EMS station, provided further that permitted uses of the one half (0.5) acre located south of residential Lot 4 shall be limited to a stormwater treatment facility and/or surface parking for passenger vehicles. No vertical construction, storage of vehicles, or dead storage shall be permitted within the one half (0.5) acre located south of Lot 4. The Fire Station Site, including the one half (0.5) acre located south of residential Lot 4, shall be buffered along the common boundary with residential Lot 4 and Lot 3: the County shall install and maintain a 6 foot opaque fence and provide a 20 foot landscape buffer to be planted on the Fire Station side with 2” caliper canopy trees a maximum of 30 feet on center located within 10 feet of the common boundary.

In the event the County chooses not to improve the Fire Station Site for a public fire and EMS station by March 31, 2040, by mutual agreement of the parties the restriction on permitted uses of the Fire Station Site may be revised by amendment to this Agreement after said date.

3. **Development of Fire Station Site.** County shall be responsible for the design, permitting and construction of any improvements on the Fire Station Site, including mitigation of any impacts to on-site wetlands determined by the County to be necessary to construct any desired improvements.

4. **The County's Obligations.** County shall prepare the warranty deed for the Fire Station Site and obtain a title opinion, if required. The warranty deed shall include the limitations on use of the four acre Fire Station site, including those applicable to the one half (0.5) acre located south of residential Lot 4 specified in Section 2, by specifically referencing this Agreement and the right to amend the use limitations after the date specified in this Agreement.

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

- a. Provide a signed and sealed survey of the Fire Station Site.
- b. Donate the Fire Station Site as provided herein. PCI and the County shall finalize the boundary for the Fire Station Site no later than December 31, 2022 and PCI shall provide the signed and sealed survey within 90 days of said date. The County shall prepare and present the warranty deed to PCI within 120 days of submittal of the signed and sealed survey by PCI to the County. PCI shall execute the warranty deed prepared by the County consistent with this Agreement when presented for execution. The parties may upon mutual agreement extend the date for finalizing the boundary; such extension shall also extend the date for delivery of the signed and sealed survey by PCI to a date 90 days after finalization of the boundary.

6. **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 PCI 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 PCI may pursue any available remedies in law or equity.

b. PCI Defaults. If PCI 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.

7. **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 Peters Creek Investments, LLP:

George M. Egan
Peters Creek Investments, LLP
Managing Representative
1845 Town Center Parkway Suite 105
Fleming Island, Florida 32003

And

Gerald Agresti
Managing Partner
6833 Old Church Road
Fleming Island, Florida 32003

b. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns. PCI may assign any or all of its rights and obligations under this Agreement. In the event of such assignment, the term “PCI” 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 PCI 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, Peters Creek Investments, LLP 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 Headings. 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 date and year first above written.

PETERS CREEK INVESTMENTS LLP
a Florida limited liability partnership

By: _____
George M. Egan
Managing Representative

Date: _____

CLAY COUNTY, FLORIDA

By: _____
Wayne Bolla, Its Chairman

Date: _____

Attest:

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

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Exhibit A

Legal Description

Tract "A" Willow Springs Phase 2, Clay County, Florida according to plat thereof recorded in Plat Book 66 pages 11 through 25 of the public records of said county.

Exhibit B

Willow Springs North PUD Site Plan

Willow Springs North PUD Site Plan

