CLAY COUNTY AGREEMENT/CONTRACT NO. 2021/22-138AM1

AMENDMENT TO MOBILITY FEE CREDIT AGREEMENT RE: FCC (PCI)

This Amendment to Mobility Fee Credit	Agreement (the Amendment) is made and entered into as
of the day of	2023, 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, on March 22, 2022, the County and PCI entered into a Mobility Fee Credit Agreement identified as Clay County Agreement/Contract 2021/2022-138 and attached hereto as Attachment 1 (the Agreement), establishing the respective rights and obligations of the parties related to the donation to the County of approximately 75.1 acres as right-of-way for the First Coast Connector (collectively the PCI Right-of-Way); and,

WHEREAS, the donation of the PCI Right-of-Way to the County was completed by plat on June 22, 2022; and,

WHEREAS, PCI previously conveyed a 20-acre parcel of land to the School Board of Clay County upon which a new elementary school, Spring Park Elementary, is being built; and,

WHEREAS, the construction of Spring Park Elementary requires roadway improvements to County Road 315 to allow for adequate and safe ingress and egress to the school for students, parents, faculty, and the public; and,

WHEREAS, the roadway improvements to County Road 315 require property that fronts the School Board property and that is owned by PCI within the approximately 2,404 acres of property described in Exhibit A to the Agreement; and,

WHEREAS, the County wishes to acquire from PCI approximately 0.14 acres of such

property for right-of-way to facilitate the Spring Park Elementary access improvements (Spring Park Right-of-Way); and,

WHEREAS, the Parties desire to amend the Agreement to reflect the donation of the Spring Park Right-of-Way by PCI and associated Mobility Fee Credits; and,

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 Amendment. When construing this Amendment to the 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 Amendment; provided, however, that if the recitals and a substantive provision of this Amendment are in direct conflict and cannot be reconciled, then the substantive portion shall control.

2. Credit.

a. Paragraph 2(a) of the Agreement, entitled *Calculation of Credit*, is hereby amended with the addition of the following paragraph:

PCI agrees to donate the Spring Park Right-of-Way to the County, which acreage is described in **Exhibit D** hereto and by reference made a part of hereof, and agrees to an additional Credit of \$6,275.00 for the donation of the Spring Park Right-of-Way for improvements related to access to Spring Park Elementary, as shown on **Exhibit E** attached hereto and by reference made a part hereof, which Credit is equal to the appraised value submitted by PCI pursuant to Section 3.05 of the Ordinance.

b. Paragraph 2(b) of the Agreement, entitled *Schedule of Donation of Right of Way and Issuance of Credit*, is hereby amended with the addition of the following paragraph:

The donation of the Spring Park Right-of-Way shall be accomplished by Warranty Deed in the form attached hereto as **Exhibit F**, executed by PCI and recorded by the County. PCI shall execute the Warranty Deed and return it to the County by May 5, 2023 for recording by the County. Upon recordation of the Warranty Deed, the County shall issue \$6,275.00 in additional Credit to PCI. 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.

- 4. Except as expressly provided herein, all other terms and conditions of the Agreement not affected by this Amendment are incorporated herein and shall remain in full force and effect.
- 5. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Amendment 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 Amendment on behalf of such party and that the Amendment will constitute a legal and binding obligation of such party.

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

[Remainder of Page Intentionally Blank]

PETERS CREEK INVESTMENTS, LLP

By:	
-	George Egan,
	Managing Representative
CLA	Y COUNTY, FLORIDA
y:	
<i>J</i> -	Betsy Condon, Its Chairman
TTE	ST:
	Green,
	County Clerk of Court and Comptroller fficio Clerk to the Board
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ATTACHMENT 1

MOBILITY FEE CREDIT AGREEMENT RE: FCC (PCI) Clay County Agreement/Contract 2021/22—138

CLAY COUNTY AGREEMENT/CONTRACT No. 2021/22 138_

MOBILITY FEE CREDIT AGREEMENT Re: FCC (PCI)

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 22ndday 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, 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, PCI is the owner of approximately 2,404 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, PCI also owns approximately 54.75 acres of real property which is located in the County and east of the Property and which is more particularly described in

Exhibit A attached hereto and by reference made a part hereof (the PCI East Property); and,

WHEREAS, the Property and the PCI East Property are currently used for silviculture and agriculture uses as permitted in the applicable zoning districts; and,

WHEREAS, as owner of the Property and the PCI East Property (combined, the

"Properties"), PCI seeks to comply with the Ordinance in addressing transportation needs

arising from New Construction which may occur on the Properties in the future; and,

WHEREAS, the Properties include a segment approximately 14,040 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 is located in the Lake Asbury & Green Cove Springs Mobility

District (the LA/GCS Mobility District), as described in the Ordinance; and,

WHEREAS, a portion of 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 from PCI from within the Properties

approximately 75.1 acres of such right of way for the FCC, including associated stormwater

management facilities, Temporary Construction Easements, easements for stormwater

conveyance, and easements for associated stormwater management facilities which acreage

is described in Exhibit B attached hereto and by reference made a part hereof (combined, the

"Right of Way"); and,

WHEREAS, PCI agrees to donate or cause to be donated the fee simple interest or

easements, as may be applicable, for the Right of Way from within the Properties; and,

Peters Creek Investments, LLP Mobility Fee Credit Agreement March 22, 2022

WHEREAS, pursuant to the Ordinance and subject to the conditions provided herein

for the donation of the Right of Way, PCI 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 Properties; and,

WHEREAS, PCI and the County acknowledge that the donation of approximately 15.17

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 pursuant to LAMP (Section 3-33B.E.1(b) of the LAMP Development Regulations), may be

transferred to landowners or developers of property subject to LAMP; 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, PCI and the County desire to delineate their respective rights and

obligations with regard to the Credit to which PCI 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,

Peters Creek Investments, LLP Mobility Fee Credit Agreement March 22, 2022

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. <u>Calculation of Credit</u>. PCI agrees to the Credit of \$1,856,078 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 \$2,671,955 submitted by PCI pursuant to Section 3.05 of the Ordinance, said appraised value being exclusive of the 2.19 acres within the Right of Way identified as public right of way in Fellowship Park Part No. 1 and Part No. 5, recorded in Plat Book 2 Page 61 and Plat Book 3 Page 2.

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 PCI, and accepted and recorded by the County. The County shall prepare and deliver the draft plat to PCI 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). PCI may review the plat for consistency with this Agreement and, within ten (10) days of its receipt of the proposed plat, PCI shall deliver to the County, in writing, PCI'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 PCI with a copy of the proposed plat, including the revisions requested by PCI unless otherwise agreed among the parties. Within ten (10) days following the BOCC's approval of the proposed plat, PCI shall execute the plat. The County shall record the plat within twenty (20) days after execution by PCI, said recording being the dedication and acceptance of the Right of Way by the County. Upon such

Peters Creek Investments, LLP Mobility Fee Credit Agreement March 22, 2022 dedication and acceptance of the Right of Way, the County shall issue \$1,856,078 in Credit to PCI.

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, PCI 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 PCI. 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, PCI 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. PCI 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. PCI 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

Peters Creek Investments, LLP Mobility Fee Credit Agreement March 22, 2022

2

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

PCI'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 PCI or any other person

or entity, for any purpose whatsoever in relation to PCI's use of the Right of Way prior to

commencement of construction or during construction. PCI acknowledges that the County

shall not be required to perform any maintenance in connection with PCI'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.

Use of Mobility Fee Credit by PCI and Successors. Credit issued to

PCI under this Agreement may be used by PCI or successor owners of the Properties in the

payment, in whole or part, of Mobility Fees for New Construction on the Properties 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(s) of the Right

of Way, 15.17 acres of such Right of Way may be used by PCI 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, or to transfer to other lawful transferees within LAMP.

Peters Creek Investments, LLP Mobility Fee Credit Agreement March 22, 2022

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

shall:

a. Deliver to PCI 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 PCI, 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 PCI, 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 PCI 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, PCI 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, PCI believes that the County has accepted an invalid Credit Voucher(s) or has otherwise

processed a Credit Voucher(s) improperly, PCI may notify the County of its objection to such

invalid or improperly processed Credit Voucher(s). Upon receipt of a PCI objection, the County

Peters Creek Investments, LLP Mobility Fee Credit Agreement March 22, 2022

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 PCI 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 PCI, 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

PCI on or before April 30, 2022.

4. **PCI's Obligations**. PCI 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 PCI 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. PCI is obligated to execute the plat of the Right of Way as provided herein.

Peters Creek Investments, LLP Mobility Fee Credit Agreement March 22, 2022

5. <u>Credit Vouchers.</u> 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.

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, PCI or a transferee, as may be designated by PCI 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 PCI'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 PCI shall notify the County in writing and state the specific reasons for

such disagreement. In the event that PCI and the County are unable to resolve such a disagreement,

PCI may request a meeting with the County Manager. If the County Manager affirms disagreement

with the conclusions of the annual report, then PCI may pursue remedies as provided in paragraph

7.a. below.

6.

7. **Defaults and Remedies**.

a. <u>County/Defaults</u>. If the County defaults in the performance of any

9

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. 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.

Peters Creek Investments, LLP Mobility Fee Credit Agreement

March 22, 2022

b. <u>PCI/Defaults</u>. 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. By an

amendment to this Agreement under Sections 8 or 9(i) below, time periods for PCI'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 PCI 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. <u>Miscellaneous Provisions</u>.

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:

Peters Creek Investments, LLP Mobility Fee Credit Agreement March 22, 2022

Notices, demands and communications to the County:

Clay County

Attn: Howard Wanamaker, County Manager

P. 0. Box 1366

Green Cove Springs, Florida 32043

With copy to:

Clay County

Attn: Courtney Grimm, County Attorney

P. 0. Box 1366

Green Cove Springs, Florida 32043

Notices, demands and communications to Peters Creek Investments, LLP:

George M. Egan Managing Representative Peters Creek Investments, LLP 1845 Town Center Blvd., Suite 105 Orange Park, FL 32003

And

Gerald Agresti Managing Partner Peters Creek Investments, LLP 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

Peters Creek Investments, LLP Mobility Fee Credit Agreement March 22, 2022

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.

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.

c.

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.

Peters Creek Investments, LLP Mobility Fee Credit Agreement March 22, 2022

i. <u>Amendment to Agreement</u>. 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.

1. 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. <u>Time is of the Essence</u>. 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.

Peters Creek Investments, LLP Mobility Fee Credit Agreement March 22, 2022

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.

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.

p.

PETERS CREEK INVESTMENTS, LLP

a Florida Limited Liability Partnership

By: George M. Egan (Apr 7, 2022 16:07 EDT)

George M. Egan

Managing Representative

Peters Creek Investments, LLP Mobility Fee Credit Agreement March 22, 2022

CLAY COUNTY, FLORIDA

By: WFBolla (Mar 30, 2022 08:50 EDT)

Wayne Bolla, Its Chairman

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 for the PROPERTIES

Legal Description – Property

A parcel of land consisting of a portion of Sections 24, 25, 26 and 36, Township 5 South, Range 25 East; together with a portion of Sections 30, 31 and 32, Township 5 South, Range 26 East; also together with a portion of Section 6, Township 6 South, Range 26 East; all in Clay County, Florida; said parcel being more particularly described as follows:

Begin at the northwest corner of said Section 6; thence on the south line of said Section 36 run South 89 degrees 31 minutes 43 seconds West, 3817.08 feet; thence northwesterly, along the arc of a curve concave northeasterly and having a radius of 1025.0 feet, an arc distance of 646.24 feet, said arc being subtended by a chord bearing and distance of North 72 degrees 24 minutes 34 seconds West, 635.59 feet; thence North 54 degrees 20 minutes 51 seconds West, 1882.92 feet to the west line of said Section 36; thence on said west line run the following 2 courses: 1) North 00 degrees 47 minutes 23 seconds East, 1064.88 feet to the west \(\frac{1}{4} \) corner of said Section 36; 2) North 00 degrees 21 minutes 49 seconds West, 2575.50 feet to the northwest corner thereof; thence on the south line of said Section 26 run South 89 degrees 50 minutes 00 seconds West, 1288.35 feet; thence North 02 degrees 13 minutes 00 seconds East, 1836.89 feet; thence North 13 degrees 34 minutes 21 seconds East, 729.84 feet; thence North 48 degrees 02 minutes 30 seconds East, 388.01 feet; thence North 23 degrees 27 minutes 36 seconds East, 806.59 feet; thence North 51 degrees 19 minutes 48 seconds West, 97.01 feet; thence North 36 degrees 46 minutes 25 seconds East, 526.64 feet; thence North 40 degrees 33 minutes 38 seconds East, 765.54 feet; thence North 23 degrees 17 minutes 21 seconds East, 685.34 feet; thence South 53 degrees 00 minutes 54 seconds East, 236.48 feet; thence North 13 degrees 52 minutes 34 seconds East, 612.20 feet; thence North 60 degrees 20 minutes 29 seconds East, 1501.14 feet; thence North 44 degrees 44 minutes 37 seconds East, 251.08 feet; thence North 31 degrees 08 minutes 15 seconds West, 649.70 feet; thence North 54 degrees 54 minutes 20 seconds East, 272.23 feet; thence South 39 degrees 58 minutes 26 seconds East, 9873.41 feet; thence South 39 degrees 57 minutes 40 seconds East, 1212 feet, more or less, to the centerline of Peters Creek; thence along said centerline in a general southwesterly direction, following the meanderings thereof, 268 feet, more or less, to the west line of the Southeast 1/4 of the Northeast 1/4 of said Section 31; thence on last said line, South 00 degrees 09 minutes 57 seconds East, 1090 feet, more or less, to the north line of lands described in Official Records Book 580, page 590, of the public records of said county; thence on last said line, and then on the north line of lands described in Official Records Book 580, page 592, of said public records, and then on the easterly projection thereof, run South 87 degrees 53 minutes 11 seconds East, 1376.17 feet to the west line of County Road C-315; thence on last said line, run South 01 degree 47 minutes 45 seconds West, 2417.43 feet; thence continue on said west line and along the arc of a curve concave easterly and having a radius of 11,499.16 feet, an arc distance of 437.86 feet, said arc being subtended by a chord bearing and distance of South 00 degree 42 minutes 22 seconds West, 436.83 feet; thence continue on said west line, South 00 degrees 23 minutes 01 second East, 5115.13 feet to the south line of said Section 6; thence on last said line, South 89 degrees 28 minutes 50 seconds West, 1285.86 feet to the west line of the East 1/2 of the East 1/2 of said Section 6; thence on last said line, North 00 degrees 23 minutes 40 seconds West, 2228.83 feet; thence North 75 degrees 23 minutes 40 seconds West, 700.00 feet; thence North 58 degrees 31 minutes 48 seconds West, 1725.03 feet; thence North 74 degrees 08 minutes 00 seconds West, 1890.87 feet to the west line of said Section 6; thence on last said line, North 01 degree 02 minutes 42 seconds West, 1430.62 feet to the point of beginning.

Less and Except those lands described in Official Records Book 4327, page 193 of said public records.

Less and Except those lands described in Official Records Book 3729, page 53 of said public records. Being 2,404 acres, more or less, in area.

Legal Description – PCI East Property

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

RIGHT OF WAY LEGAL DESCRIPTION

For fee and easements, by type.

Property - Fee Simple ROW Legal Description

LEGAL DESCRIPTION OF PARCEL 101:

A PORTION OF PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, AND SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL NO. 31-05-2014 M45-000-00, LYING IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 25 EAST, AND SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTRY, ELORIDA BERING MORE PARTICULARLY DESCRIBED AS POLICIONS.

COUNTRY, COUNTRY, COUNTRY, COUNTRY, CONTRY, CONT OF 503.79 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°12°54" WEST, 502.65 FEET TO A NON-TANGENT LINE; THENCE SOUTH 04°34°58" EAST A DISTANCE OF 25.08 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2188.89 FEET; THENCE THROUGH AN ANGLE OF 10°24°P, AN ARC DISTANCE OF 26.08 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2162.99 FEET; THENCE THROUGH AN ANGLE OF 03°38'30", AN ARC DISTANCE OF 25.08 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2162.99 FEET; THENCE THROUGH AN ANGLE OF 30°38'30", AN ARC DISTANCE OF 137.48 FEET AND A CHORD BEARING AND DISTANCE OF 50.00 FEET; THENCE TO POINT H; THENCE CONTINUE ALONG CURVE HAVING A RADIUS OF 2162.99 FEET; THENCE HAROUGH AN ANGLE OF 10°30'38'30", AN ARC DISTANCE OF 50.00 FEET; THENCE AND A CHORD BEARING AND DISTANCE OF 50.00 FEET; THENCE SOUTH 15°40'35" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 73°21'50" WEST A DISTANCE OF 76.00 FEET; THENCE SOUTH 18°22'20" WEST, 60.534 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2.162.99 FEET; THENCE THROUGH AN ANGLE OF 00°25'04", AN ARC DISTANCE OF 50.00 FEET; THENCE OF 15.77 FEET THENCE FORTH 71°35'45" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 60.58 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 60.00 FEET; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 60.58 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 80.00 FEET; THENCE NORTH 27°12'12" WEST A DISTANCE OF 80.00 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 828.09 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 80.00 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 828.09 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 828.09 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 828.09 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 828.09 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 828.09 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 828.09 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 828.09 FEET;

CONTAINING 42.53 ACRES, MORE OR LESS,

Property - Conveyance and Outfall Easements and Pond Easements Legal Description

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 803

A DRAINAGE EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 36, 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 NORTH 28*35*59* WEST A DISTANCE OF 27.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2198.00 FEET; THENCE HOROUGH AN ANGLE OF 02*18*05* AN ARC DISTANCE OF 88.29 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 60*23*48* EAST, 88.28 FEET; THENCE NORTH 50*3*45* EAST 740.27 FEET; THENCE SOUTH 50*48*15* EAST AD DISTANCE OF 27.00 FEET; THENCE SOUTH 50*48*15* EAST AD DISTANCE OF 27.00 FEET; THENCE SOUTH 50*13*45* WEST A DISTANCE OF 740.27 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2225.00 FEET; THENCE THROUGH AN ANGLE OF 02*18*00* AN ARC DISTANCE OF 89.31 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 60*22*45* WEST, 89.21 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.51 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 804

A DRAINAGE EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 36, 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 89°46′28″ EAST A DISTANCE OF 22.40 FEET; THENCE SOUTH 56°45°05′ EAST A DISTANCE OF 159.10 FEET; THENCE SOUTH 72°50′57′ EAST A DISTANCE OF 21.28 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2402.00 FEET; THENCE HENCULE AN ANGLE OF 18°90′31″ AN ARC DISTANCE OF 754.87 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 80°50′26″ EAST, 751.87 FEET; THENCE SOUTH 71°50′11″ EAST A DISTANCE OF 929.62 FEET; THENCE NORTH 18°00′49″ EAST A DISTANCE OF 17.46 FEET; THENCE SOUTH 71°50′11″ EAST A DISTANCE OF 44.46 FEET; THENCE NORTH 17°50′11″ EAST A DISTANCE OF 1018.83 FEET TO A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2375.00 FEET; THENCE THROUGH AN ANGLE OF 22°14′08″ AN ARC DISTANCE OF 921.69 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 83°06′14″ WEST, 915.92 FEET TO A NON-TANGENT LINE; THENCE NORTH 00°13′32″ EAST A DISTANCE OF 129.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 805

A DRAINAGE EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 36, 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 71°50°11° EAST A DISTANCE OF 89.19 FEET; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 17.46 FEET; THENCE SOUTH 71°50'11° EAST A DISTANCE OF 710.90 FEET; THENCE NORTH 18°02'06" EAST A DISTANCE OF 57.89 FEET; THENCE SOUTH 71°57'54" A DISTANCE OF 87.13 FEET; THENCE SOUTH 18°02'06" WEST A DISTANCE OF 57.89 FEET; THENCE NORTH 71°50'11" WEST A DISTANCE OF 87.99 FEET; THENCE NORTH 27°21'22" WEST A DISTANCE OF 40.92 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 15.72 FEET TO THE POINT OF REGINNING

DRAINAGE EASEMENT CONTAINING 0.64 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 806

A DRAINAGE EASEMENT IN PARCEL NO: 31-05-28-014455-000-00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT D (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 71°57°54" EAST A DISTANCE OF 88.64 FEET; THENCE SOUTH 18°02′06" WEST A DISTANCE OF 28.17" TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 1980.99; THENCE THROUGH AN ANGLE OF 33°29′66" AN ARC DISTANCE OF 1158.22 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 88°17°31" EAST, 1141.80 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2185.00 FEET; THENCE THROUGH AN ANGLE OF 13°50′25" AN ARC DISTANCE OF 527.81 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°27'46" EAST, 526.52 FEET TO A NON-TANGENT LINE; THENCE SOUTH 06°40′52" WEST A DISTANCE OF 27.54 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2188.00 FEET; THENCE THROUGH AN ANGLE OF 13°41′46" AN ARC DISTANCE OF 515.89 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°23′28" WEST, 514.68 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2007.99 FEET; THENCE THROUGH AN ANGLE OF 36°00′46" AN ARC DISTANCE OF 126.2.11 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 88°32′56" WEST, 1241.43 FEET TO A NON-TANGENT LINE; THENCE NORTH 18°02′06" EAST A DISTANCE OF 57.80 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 1.10 ACRES, MORE OR LESS

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 807

A DRAINAGE AND POND EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT E (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE NORTH 35° 48' 41" EAST A DISTANCE OF 341.75 FEET; THENCE NORTH 52°08'28" WEST A DISTANCE OF 160.43 FEET; THENCE NORTH 22°08'28" WEST A DISTANCE OF 231.72 FEET; THENCE NORTH 67°51'32" EAST A DISTANCE OF 28.86 FEET; THENCE SOUTH 70°12'30" EAST A DISTANCE OF 52.00 FEET; THENCE SOUTH 19°47'30" WEST A DISTANCE OF 52.00 FEET; THENCE SOUTH 20°12'30" EAST A DISTANCE OF 52.00 FEET; THENCE SOUTH 52°130" EAST A DISTANCE OF 171.82 FEET; THENCE NORTH 52°08'28" WEST A DISTANCE OF 44.35 FEET; THENCE SOUTH 35°48'41" WEST A DISTANCE OF 339.96 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2.143.00 FEET; THENCE HROUGH AN ANGLE OF 1°20'13", AN ARC DISTANCE OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 54°11'19" WEST, 50.00 FEET TO THE POINT OF BEGINNING.

DRAINAGE AND POND EASEMENT CONTAINING 3.19 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 808

A DRAINAGE EASEMENT IN PARCEL NO: 31-05-28-014455-000-00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT F (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 01°47'05" WEST ALONG THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315 A DISTANCE OF 26.04 FEET; THENCE DEPARTING THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315, SOUTH 88°39'34" WEST A DISTANCE OF 395.46 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2174.00 FEET; THENCE THROUGH AN ANGLE OF 24°10'34", AN ARC DISTANCE OF 917.33 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 79°15'09" WEST, 910.54 FEET TO A NON-TANGENT LINE; THENCE SOUTH 22°50'09" WEST A DISTANCE OF 32.10 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2206.10 FEET; THENCE THROUGH AN ANGLE OF 02°18'30", AN ARC DISTANCE OF 88.87 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 68°00'37" WEST, 88.87 FEET TO A NON-TANGENT LINE; THENCE NORTH 28°00'29" EAST A DISTANCE OF 58.10 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2148.00 FEET; THENCE THROUGH AN ANGLE OF 26°29'04", AN ARC DISTANCE OF 992.89 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°05'54" EAST, 984.08 FEET; THENCE NORTH 88°39'34" EAST A DISTANCE OF 396.88 FEET TO THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315 AND THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.90 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 809

A DRAINAGE EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT G (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 2206.01 THROUGH AN ANGLE OF 02°18'58", AN ARC DISTANCE OF 88.17 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 62°21'52" WEST, 88.18 FEET TO A NON-TANGENT LINE; THENCE NORTH 28°47'37" EAST A DISTANCE OF 32.01 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2174.00 FEET; THENCE THROUGH AN ANGLE OF 10°16'51", AN ARC DISTANCE OF 380.09 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 56°03'58" WEST, 388.56 FEET TO A NON-TANGENT LINE; THENCE NORTH 38°65'49" EAST A DISTANCE OF 25.89 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 218'A.00 FEET; THENCE THROUGH AN ANGLE OF 128'51'0", AN ARC DISTANCE OF 471.85 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 57°13'46" EAST, 470.90 FEET TO A NON-TANGENT LINE; THENCE SOUTH 26°00'29" WEST A DISTANCE OF 58.01 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.35 ACRES, MORE OR LESS.

Property - Conveyance and Outfall Easements and Pond Easements Legal Description

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 810

A DRAINAGE AND POND EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT H (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 00°00'00" A DISTANCE OF 185.03 FEET; THENCE SOUTH 10°00'00" A DISTANCE OF 160.70 FEET; THENCE NORTH 77°33'15" WEST A DISTANCE OF 90.81 FEET; THENCE SOUTH 12°26'45" WEST A DISTANCE OF 72.35 FEET; THENCE NORTH 77°33'15" WEST A DISTANCE OF 72.35 FEET; THENCE NORTH 77°33'15" WEST A DISTANCE OF 72.35 FEET; THENCE NORTH 77°33'15" WEST A DISTANCE OF 44.28 FEET; THENCE NORTH 32°00'04" WEST A DISTANCE OF 44.28 FEET; THENCE NORTH 32°00'04" WEST A DISTANCE OF 44.28 FEET; THENCE NORTH 32°00'04" WEST A DISTANCE OF 205.07 FEET; THENCE NORTH 00°00'00" A DISTANCE OF 140.97 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2102.99 FEET; THENCE THROUGH AN ANGLE OF 08°33'52", AN ARC DISTANCE OF 323.32 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 80°0'745" EAST, 323.02 FEET TO THE POINT OF BEGINNING.

DRAINAGE AND POND EASEMENT CONTAINING 2.15 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 811

A DRAINAGE AND POND EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICUL ARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT I (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 27°36'38" EAST A DISTANCE OF 34121 FEET; THENCE SOUTH 78°18'33" WEST A DISTANCE OF 223.29 FEET; THENCE NORTH 84°36'44" EAST A DISTANCE OF 5.29 FEET; THENCE NORTH 24°26'33" WEST A DISTANCE OF 5.29 FEET; THENCE NORTH 24°26'33" WEST A DISTANCE OF 48.52; THENCE NORTH 21°45'05" EAST A DISTANCE OF 34.61 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2220.00; THENCE THROUGH AN ANGLE OF 09°09'50", AN ARC DISTANCE OF 355.06 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 72°50'59" EAST, 354.68 FEET TO THE POINT OF BEGINNING.

DRAINAGE AND POND EASEMENT CONTAINING 2.88 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 812

A DRAINAGE EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT J (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 30°46'15' EAST A DISTANCE OF 27.00 FEET; THENCE SOUTH 50°13'45' WEST A DISTANCE OF 1490.24 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2407.00; THENCE THROUGH AN ANGLE OF 05°59'26', AN ARC DISTANCE OF 251.67 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 62°13'28' WEST, 251.55 FEET TO A NON-TANGENT LINE AND THE WEST LINE OF SAID SECTION 36; THENCE NORTH 00°46'53' EAST ALONG THE WEST LINE OF SAID SECTION 36 THROUGH AN ANGLE OF 0.00 FEET; THENCE DEPARTING THE WEST LINE OF SAID SECTION 36 THROUGH AN ANGLE OF 0.00 FEET; THENCE DEPARTING THE WEST LINE OF SAID SECTION 36 THROUGH AN ANGLE OF 0.00 FEET; THENCE DEPARTING THE WEST LINE OF SAID SECTION 36 THROUGH AN ANGLE OF 0.00 FEET TO THE POINT OF DEGINNING.

DRAINAGE EASEMENT CONTAINING 1.07 ACRES, MORE OR LESS.

THIS IS NOT A SURVEY

Property - Temporary Construction Easements

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENTS IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, AND SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 705

BEGIN AT POINT A (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2225.00 FEET; THROUGH AN ANGLE OF 01°30′35′, AN ARC DISTANCE OF 58.63 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 62°17′02′ WEST, 58.63 FEET TO THE WEST LINE OF SAID SECTION 36; THENCE NORTH 00°23′50′ WEST ALONG THE WEST LINE OF SAID SECTION 36 A DISTANCE OF 22.39 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2205.00 FEET; THENCE DEPARTING THE WEST LINE OF SAID SECTION 36 THROUGH AN ANGLE OF 06°50′19′. AN ARC DISTANCE OF 38.04 FEET AND A CHORD BEARING AND DISTANCE OF PNORTH 62°17′04′ EAST, 38.04 FEET AND A CHORD BEARING AND DISTANCE OF 10.02 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2188.00 FEET; THENCE HORD HAVING AND DISTANCE OF 750.27 FEET; THENCE SOUTH 80°43′45′ EAST A DISTANCE OF 770.96 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH 60°22′48′ EAST, 8.7 88 FEET; THENCE NORTH 50°13′45′ EAST A DISTANCE OF 750.27 FEET; THENCE NORTH 50°13′45′ EAST A DISTANCE OF 760.27 FEET; THENCE NORTH 50°13′45′ EAST A DISTANCE OF 760.27 FEET; THENCE NORTH 50°13′45′ EAST A DISTANCE OF 17.00 FEET; THENCE NORTH 50°13′45′ EAST A DISTANCE OF 760.27 FEET; THENCE SOUTH 30°46′15′ EAST A DISTANCE OF 780.20 FEET TO A NON-TANGENT LINE; THENCE NORTH 10°24′41′ WEST A DISTANCE OF 780.20 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 61°10′35′. AN ARC DISTANCE OF 152.30 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 61°10′35′. AN ARC DISTANCE OF 152.30 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 61°10′35′ WEST A DISTANCE OF 740.27 FEET; THENCE SOUTH 50°13′45′ WEST A DISTANCE OF 780.90 FEET; THENCE SOUTH 50°13′45′ WEST A DISTANCE OF 780.90 FEET; THENCE SOUTH 50°13′45′ WEST A DISTANCE OF 780.90 FEET; THENCE SOUTH 50°13′45′ WEST A DISTANCE OF 780.90 FEET; THENCE SOUTH 50°13′45′ WEST A DISTANCE OF 780.90 FEET; THENCE SOUTH 50°13′45′ WEST A DISTANCE OF 780.90 FEET; THENCE SOUTH 50°13′45′ WEST A DISTANCE SOUTH 60°22'48" WEST, 88.28 FEET TO A NON-TANGENT LINE: THENCE SOUTH 28°35'59" EAST A DISTANCE OF 27.00 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINING 0.66 ACRES, MORE OR LESS.

PARCEL 706

COMMENCE AT POINT B (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE NORTH 89°46'28" WEST A DISTANCE OF 88.00 FEET; THENCE SOUTH 00°13'32' WEST A DISTANCE OF 107.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°13'32' WEST A DISTANCE OF 30.20 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2375.00 FEET; THENCE THROUGH AN ANGLE OF 13°36"14", AN ARC DISTANCE OF 503.90 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 76°50'37" WEST, 562.58 FEET TO A NON-TANGENT LINE; THENCE NORTH 19°57'30" WEST A DISTANCE OF 50.00 FEET; THENCE THROUGH AN ANGLE OF 03°59'09", AN ARC DISTANCE OF 50.00 FEET TO A NON-TANGENT LINE; THENCE THROUGH AN ANGLE OF 03°59'09", AN ARC DISTANCE OF 30.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 72°02°04" EAST, 168.66 FEET TO A NON-TANGENT LINE; THENCE SOUTH 15°58°24". EAST A DISTANCE OF 30.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2395.00 FEET; THENCE THROUGH AN ANGLE OF 07°28°24". AN ARC DISTANCE OF 312.39 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 7°45°31" EAST, 312.17 FEET TO A NON-TANGENT LINE; THENCE NORTH 08°29°35". WAST A DISTANCE OF 10.00 FEET TO A NON-TANGENT LINE; THENCE NORTH 08°29°35". AN ARC DISTANCE OF 10.00 FEET TO A NON-TANGENT LINE; THENCE NORTH 08°29°35". AN ARC DISTANCE OF 10.00 FEET TO A NON-TANGENT LINE; THENCE OF 13'38", AN ARC DISTANCE OF 93.48 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 82°36'52" EAST, 93.48 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINING 0.40 ACRES, MORE OR LESS.

PARCEL 707

PARCEL 707

BEGIN AT POINT B (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE NORTH 00°13'32" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 89'62'8" EAST A DISTANCE OF 25.44 FEET; THENCE SOUTH 56'55'05" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 89'62'10" EAST A DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2422.00 FEET; THENCE THROUGH AN ANGLE OF 07'29'24", AN ARC DISTANCE OF 315,91 FEET AND A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2422.00 FEET; THENCE THROUGH AN ANGLE OF 07'29'24", AN ARC DISTANCE OF 315,91 FEET AND A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2412.00 FEET; THENCE THROUGH AN ANGLE OF 10°19'14", AN ARC DISTANCE OF 434.47 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 77'09'48' EAST, 433.88 FEET; THENCE SOUTH 71'59'11" EAST A DISTANCE OF 919.24; THENCE NORTH 18'00'49" EAST A DISTANCE OF 10°19'14", AN ARC DISTANCE OF 434.47 FEET AND A CHORD BEARING AND DISTANCE SOUTH 71'59'11" EAST A DISTANCE OF 26'7.88 FEET; THENCE SOUTH 18'00'49" WEST A DISTANCE OF 423.12 FEET; THENCE NORTH 18'00'49" EAST A DISTANCE OF 423.12 FEET; THENCE NORTH 18'00'49" EAST A DISTANCE OF 423.12 FEET; THENCE SOUTH 18'00'49" AS A DISTANCE OF 423.12 FEET; THENCE NORTH 18'00'49" EAST A DISTANCE OF 423.12 FEET; THENCE SOUTH 18'00'49" AS A DISTANCE OF 423.12 FEET; THENCE SOUTH 18'00'49" AS A DISTANCE OF 423.12 FEET; THENCE NORTH 18'00'49" EAST A DISTANCE OF 423.12 FEET; THENCE SOUTH 18'00'49" AS A DISTANCE OF 423.12 FEET; THENCE SOUTH 18'00'49" AS A DISTANCE OF 27.80 FEET; THENCE SOUTH 18'00'49" AS A DISTANCE OF 627.80 FEET; THENCE SOUTH 18'00'49" EAST A DISTANCE OF 627.80 FEET; THENCE SOUTH 18'00'49" EAST A DISTANCE OF 627.80 FEET; THENCE SOUTH 18'00'49" EAST A DISTANCE OF 627.81 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 1970.99 FEET; THENCE THROUGH AN ANGLE OF 33'29'56", AN ARC DISTANCE OF 627.81 FEET AND A CHORD BEARING AND DISTANCE OF THE SOUTH, HAVING A

EASEMENT CONTAINING 1.28 ACRES, MORE OR LESS.

BEGIN AT POINT E (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2143.00 FEET, THROUGH AN ANGLE OF 04*12*38*, AN ARC DISTANCE OF 157.48 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 56*5*74* WEST, 157.45 FEET TO A NON-TANGENT LINE; THENCE NORTH 30*55*57* EAST A DISTANCE OF 20.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2163.00 FEET, THENCE THENCE THENCE HENCE OF 04*13*00*, AN ARC DISTANCE OF 199.19 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 56*57*33* EAST, 159.15 FEET TO A NON-TANGENT LINE; THENCE SOUTH 35*48*41* WEST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINING 0.07 ACRES (3,167 SQUARE FEET), MORE OR LESS

Property - Temporary Construction Easements (cont.)

PARCEL 709

COMMENCE AT POINT E (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2143.00 FEET, THENCE THROUGH AN ANGLE OF 01°20′13″, AN ARC DISTANCE OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 54°11′19″ EAST, 50.00 FEET TO A NON-TANGENT LINE AND THE POINT OF BEGINNING; THENCE NORTH 35°48′41′ EAST A DISTANCE OF 20.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2163.00 FEET; THENCE THROUGH AN ANGLE OF 65°34′58″, AN ARC DISTANCE OF 210.76 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 50°44′05″ EAST, 210.67 FEET; THENCE SOUTH 47°56′37″ EAST A DISTANCE OF 95.59 FEET; THENCE SOUTH 42°03′23″ WEST A DISTANCE OF 10.00 FEET; THENCE SOUTH 47°56′37″ EAST A DISTANCE OF 98.59 FEET; THENCE SOUTH 47°56′37″ EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 47°56′37″ EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 47°56′37″ EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 47°56′37″ EAST A DISTANCE OF 50.00 FEET; THENCE THROUGH AN ANGLE OF 12*45*12", AN ARC DISTANCE OF 448.07 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 54*19*13" EAST, 447.14 FEET TO A NON-TANGENT LINE; THENCE NORTH 29*18*11" EAST A DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2003.00 FEET; THENCE THROUGH AN ANGLE OF 04*09*33", AN ARC DISTANCE OF 145.40 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 62*48*35" EAST, 145.36 FEET TO A NON-TANGENT LINE; THENCE SOUTH 28*03*34" WEST A DISTANCE OF 20.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2023.00 FEET; THENCE THROUGH AN ANGLE OF 16*54*12", AN ARC DISTANCE OF 596.82 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 55*23*43" EAST, 594.66 FEET; THENCE NORTH 47*56*37" WEST A DISTANCE OF 131.94 FEET TO A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 203-84*36", AN ARC DISTANCE OF 131.94 FEET TO A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 203-84*36", AN ARC DISTANCE OF 131.94 FEET TO A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2143.00 FEET; THENCE THROUGH AN ANGLE OF 05*34*36", AN ARC DISTANCE OF 131.94 FEET TO A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2143.00 FEET; THENCE THROUGH AN ANGLE OF 05*34*36", AN ARC DISTANCE OF 15*24*30 FEET; THENCE THROUGH AN ANGLE OF 05*34*36", AN ARC DISTANCE OF 15*24*30 FEET; THENCE THROUGH AN ANGLE OF 05*34*36", AN ARC DISTANCE OF 15*24*30 FEET; THENCE THROUGH AN ANGLE OF 05*34*36", AN ARC DISTANCE OF 15*24*30 FEET; THENCE THROUGH AN ANGLE OF 05*34*36", AN ARC DISTANCE OF 15*24*30 FEET; THENCE THROUGH AN ANGLE OF 05*34*36", AN ARC DISTANCE OF 15*24*30 FEET; THENCE THROUGH AN ANGLE OF 05*34*36", AN ARC DISTANCE OF 15*24*30 FEET; THROUGH AN ANGLE OF 15*34*36", AN ARC DISTANCE OF 15*24*30 FEET; THROUGH AN ANGLE OF 15*34*36", AN ARC DISTANCE OF 15*24*30 FEET; THROUGH AN ANGLE OF 15*34*36", AN ARC DISTANCE OF 15 OF 208.58 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 50°43'55" WEST, 208.50 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINING 0.32 ACRES, MORE OR LESS.

COMMENCE AT POINT F (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE NORTH 01°47'05" EAST ALONG THE WESTERLY EXISTING RIGHT OF WAY OF COUTY ROAD 315 (A 80 FOOT RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRASPORTATION RIGHT OF WAY MAP ALONG THE WESTERLY EXISTING RIGHT OF WAY OF COUTY ROAD 315 (A 80 FOOT RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRASPORTATION RIGHT OF WAY MAP, SECTION NO. 71507-2601) A DISTANCE OF 125.19 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315, SOUTH 88°39'34" WEST A DISTANCE OF 403.70 FEET TO A CHORD BEARING AND DISTANCE OF NORTH 78°48'08" WEST, 878.37 FEET TO A NON-TANGENT LINE; THENCE NORTH 26°03'34" EAST A DISTANCE OF 202.02 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2003.00 FEET; THENCE THROUGH AN ANGLE OF 10°54'50", AN ARC DISTANCE OF 381.54 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 71°44'38" EAST, 380.96 FEET TO A NON-TANGENT LINE; THENCE SOUTH 12°47'57" WEST A DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2013.00 FEET; THENCE THROUGH AN ANGLE OF 14°08'23". AN ARC DISTANCE OF 480.78 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 71°44'38" EAST, 380.96 FEET TO A NON-TANGENT LINE; THENCE SOUTH 12°47'57" WEST A DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2013.00 FEET; THENCE NORTH 88°39'34" EAST A DISTANCE OF 10°50.52 FEET; THENCE NORTH 88°39'34" EAST A DISTANCE OF 10°50.54 FEET; THENCE NORTH 88°39'34" EAST A DISTANCE OF 10°50.00 FEET; THENCE NORTH 88°39'34" EAST A DISTANCE OF 10°50.00 FEET; THENCE NORTH 10°50.00 FEET; THENCE NORTH 88°39'34" EAST A DISTANCE OF 10°50.00 FEET; THENCE NORTH 80°39'34" EAST A DISTANCE OF 10°50.00 FEET; THENCE NORTH 80°39'34" EAST A DISTANCE OF 10°50.00 FEET; THENCE NORTH 80°39'34" EAST A DISTANCE OF 10°50.00 FEET; THENCE NORTH 80°30'34" EAST A DISTANCE OF 10°50.00 FEET; THENCE NORTH 80°30'34" EAST A DISTANCE OF 10°50.00 FEET; THENCE NORTH 80°50'34" EAST A DISTANCE OF 10°50.00 FEET; THENCE NORTH 80°50'34" EAST A DISTANCE OF 10°50.00 FEET; THENCE NORTH 80°50'34" EAST A DISTANCE OF 10°50.00 FEET; THENCE NORTH 80°50'34" EAST A DISTANCE OF 10°50.00 FEET; THENCE NORTH 80°50'34" EAST A DISTANCE OF 10°50.00 FE EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315; THENCE SOUTH 01°47'05" WEST ALONG THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315 A DISTANCE OF 20.03 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINING 0.42 ACRES, MORE OR LESS.

PARCEL 711

PARCEL 711

COMMENCE AT POINT F (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 01*4705* WEST ALONG THE WESTERLY EXISTING RIGHT OF WAY OF COUTY ROAD 315 (A 30 FOOT RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRASPORTATION RIGHT OF WAY MAP, SECTION NO. 71507-2801) A DISTANCE OF 28.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01*4705* WEST ALONG THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315 A DISTANCE OF 28.04 FEET TO THENCE SOUTH 88*39*34* WEST A DISTANCE OF 944.51 FEET TO A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 218*400 FEET, THENCE THROUGH AN ANGLE OF 23*450*, AN ARC DISTANCE OF 941.55 FEET AND A CHORD BEARING AND DISTANCE OF 1218*10 FEET; THENCE THROUGH AN ANGLE OF 22*350*, AN ARC DISTANCE OF 941.55 FEET AND A CHORD BEARING AND DISTANCE OF 1218*10 FEET; THENCE THROUGH AN ANGLE OF 22*350*, AN ARC DISTANCE OF 94.55 FEET AND A CHORD SEARING AND DISTANCE OF 218*10*, FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 22*350*, AN ARC DISTANCE OF 98.90 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 62*08*20* WEST, 99.07 FEET; THENCE THROUGH AN ANGLE OF 02*350*, AN ARC DISTANCE OF 89.90 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 62*2152* WEST, 30*10*, AN ARC DISTANCE OF 10.00 FEET; THENCE THAN A CHORD SEARING AND DISTANCE OF 10.00 FEET; THENCE THAN A CHORD SEARING AND DISTANCE OF 10.00 FEET; THENCE THAN A CHORD SEARING AND DISTANCE OF 10.00 FEET; THENCE THAN A CHORD SEARING AND DISTANCE OF 10.00 FEET; THENCE THAN A CHORD SEARING AND DISTANCE OF 10.00 FEET; THENCE THAN A CHORD SEARING AND DISTANCE OF 10.00 FEET; THENCE THAN A CHORD SEARING AND DISTANCE OF 10.00 FEET; THENCE THAN A CHORD SEARING AND DISTANCE OF 10.00 FEET THAN A CHORD SEARING AND DISTANCE OF 10.00 FEET THAN A CHORD SEARING AND DISTANCE OF 10.00 FEET THAN A CHORD SEARING AND DISTANCE OF 10.00 FEET TO A NON-TANGENT LINE; THENCE NORTH 49*1830* WEST A DISTANCE OF 38.18 FEET AND A CHORD SEARING AND DISTANCE OF 10.00 FEET TO A NON-TANGENT LINE; THENC THE POINT OF BEGINNING.

EASEMENT CONTAINING 0.72 ACRES, MORE OR LESS.

COMMENCE AT POINT H (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2162.99 FEET, THROUGH AN ANGLE OF 03°38'30", AN ARC DISTANCE OF 137.48 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 87°46'04" EAST, 137.46 FEET TO A NON-TANGENT LINE; THENCE SOUTH 04°34'58" EAST A DISTANCE OF 40.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 88°52'02" EAST, 40.00 FEET TO A NON-TANGENT LINE; THENCE NORTH 04°34'58" WEST A DISTANCE OF 15.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 04°34'58" WEST A DISTANCE OF 15.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 04°34'58" WEST A DISTANCE OF 503.79 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°12'54" EAST, 502.65 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2003.00 FEET; THENCE THROUGH AN ANGLE OF 20°30'30", AN ARC DISTANCE OF 710.85 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 81°47'48" EAST, 713, 13 FEET TO A NON-TANGENT LINE; THENCE SOUTH 02°03'03" WEST A DISTANCE OF 710.85 FEET TO A CHORD BEARING AND DISTANCE OF NORTH 81°47'48" EAST, 713, 13 FEET TO A NON-TANGENT LINE; THENCE SOUTH 02°03'03" WEST A DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 20°30.00 FEET; THENCE THROUGH AN ANGLE OF 04°07'33", AN ARC DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1963.00 FEET; THENCE THROUGH AN ANGLE OF 05°073", AN ARC DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1963.00 FEET; THENCE THROUGH AN ANGLE OF 05°073", AN ARC DISTANCE OF 510.31 FEET AND A CHORD BEARING AND DISTANCE OF 50°0743. AN ARC DISTANCE OF 510.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, 80°21'38" WEST, 516.81 FEET TO A NON-TANGENT LINE; THENCE NORTH 17°12'13" WEST A DISTANCE OF 50.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, 80°21'38" WEST, 516.81 FEET AND A CHORD BEARING AND DISTANCE OF 50°0743. AN ARC DISTANCE OF

EASEMENT CONTAINING 0.64 ACRES, MORE OR LESS.

Temporary Construction Easements for Property (cont.)

PARCEL 713

BEGIN AT POINT H (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2162.99 FEET, THROUGH AN ANGLE OF 03°38'30", AN ARC DISTANCE OF 137.48 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 87°46'04" EAST, 137.46 FEET TO A NON-TANGENT LINE; THENCE SOUTH 04°38'46" EAST A DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2172.99 FEET; THENCE THROUGH AN ANGLE OF 03°38'46", AN ARC DISTANCE OF 138.28 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 87°46'03", 138.26 FEET TO A NON-TANGENT LINE; THENCE NORTH 00°00'00" A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINING 0.03 ACRES (1,379 SQUARE FEET), MORE OR LESS.

PARCEL 714

COMMENCE AT POINT H (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2182.99 FEET, THROUGH AN ANGLE OF 08°3352", AN ARC DISTANCE OF 323.32 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 86°07'45", 323.02 FEET TO A NON-TANGENT LINE AND THE POINT OF BEGINNING; THENCE SOUTH 00°00'00" A DISTANCE OF 50.50 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2212.99 FEET; THENCE THROUGH AN ANGLE OF 07°42'31", AN ARC DISTANCE OF 297.74 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°10'40" WEST, 297.52 FEET TO A NON-TANGENT LINE; THENCE NORTH 15°40'35" EAST A DISTANCE OF 50.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2162.99 FEET; THENCE THROUGH AN ANGLE OF 07°31'24", AN ARC DISTANCE OF 284.01 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°05'06" EAST, 283.81 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINING 0.33 ACRES, MORE OR LESS.

PARCEL 715

COMMENCE AT POINT H (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2162.99 FEET, THROUGH AN ANGLE OF 16°05'16", AN ARC DISTANCE OF 607.34 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 82°22'03' WEST, 605.34 FEET TO A NON-TANGENT LINE; THENCE SOUTH 15'40'35' WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 73°21'50' WEST A DISTANCE OF 74.13 FEET TO A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2212.99 FEET AND THE POINT OF BEGINNING; THENCE THROUGH AN ANGLE OF 00°25'04", AN ARC DISTANCE OF 16.14 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 72°11'43' WEST, 16.14 FEET; THENCE NORTH 71°50'11' WEST A DISTANCE OF 78.50 FEET; THENCE NORTH 18°00'49' EAST A DISTANCE OF 10.00 FEET; THENCE NORTH 71°50'11' WEST A DISTANCE OF 40.00 FEET; THENCE NORTH 18°00'49' EAST A DISTANCE OF 10.00 FEET; THENCE NORTH 18°00'49' EAST A DISTANCE OF 10.00 FEET; THENCE NORTH 18°00'49' EAST A DISTANCE OF 733.04 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2163.00 FEET; THENCE THROUGH AN ANGLE OF 00°25'04", AN ARC DISTANCE OF 15.77 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 72°11'43' WEST, 15.77 FEET TO A NON-TANGENT LINE; THENCE SOUTH 17°35'45' WEST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINING 0.71 ACRES, MORE OR LESS.

PARCEL 716

COMMENCE AT POINT C (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 18°00'49" WEST A DISTANCE OF 199.46 FEET TO THE SOUTH LINE AS DESCRIBED IN PARCEL 101 AND THE POINT OF BEGINNING; THENCE SOUTH 71°59"11" EAST A DISTANCE OF 114.96 FEET; THENCE SOUTH 27°21'22" EAST A DISTANCE OF 56.94 FEET; THENCE NORTH 71°50"11" WEST A DISTANCE OF 288.81 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 30.00 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 71°50"11" EAST A DISTANCE OF 713.12 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINING 0.38 ACRES, MORE OR LESS.

PARCEL 717

COMMENCE AT POINT B (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 00°13'32' WEST A DISTANCE OF 284.50 FEET TO THE SOUTH LINE AS DESCRIBED IN PARCEL 101 AND THE POINT OF BEGINNING; THENCE ON A CURVE CONCAVE TO THE SOUTH, HAVING OF 207.34 FEET THROUGH AN ANGLE OF 22°40'38', AN ARC DISTANCE OF 873.65 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 83°15'35' EAST, 887.96 FEET; THENCE SOUTH 71°59'11' EAST A DISTANCE OF 315.71 FEET; THENCE SOUTH 18°00'49' WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 71°59'11' WEST A DISTANCE OF 315.71 FEET TO A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2210.00 FEET; THENCE THROUGH AN ANGLE OF 08°350'2', AN ARC DISTANCE OF 53.95 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 75°16'42' WEST, 253.81 FEET TO A NON-TANGENT LINE; THENCE SOUTH 11°25'47' WEST A DISTANCE OF 40.00 FEET; AND A CHORD BEARING AND DISTANCE OF NORTH 75°16'42' WEST, 253.81 FEET TO A NON-TANGENT LINE; THENCE SOUTH 11°25'47' WEST A DISTANCE OF 40.00 FEET; AND A CHORD BEARING AND DISTANCE OF NORTH 84°47'53' WEST, 470.81 FEET TO A NON-TANGENT LINE; THENCE SOUTH 01°15'35' EAST A DISTANCE OF 10.00 FEET; THENCE THROUGH AN ANGLE OF 10.00 FEET; AND A CHORD BEARING AND DISTANCE OF NORTH 84°47'53' WEST, 470.81 FEET TO A NON-TANGENT LINE; THENCE SOUTH 01°15'35' EAST A DISTANCE OF 137.20 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 87°09'16' WEST, 137.18 FEET TO A NON-TANGENT LINE; THENCE NORTH 00°13'32' EAST A DISTANCE OF 137.20 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 87°09'16' WEST, 137.18 FEET TO A NON-TANGENT LINE; THENCE NORTH 00°13'32' EAST A DISTANCE OF 80.21 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINING 0.87 ACRES, MORE OR LESS

PARCEL 718

BEGIN AT POINT I (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE ON A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS 2220.00 FEET, THROUGH AN ANGLE OF 05°45′107″, AN ARC DISTANCE OF 222.87 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 80°18′28″ EAST, 222.78 FEET TO A NON-TANGENT LINE; THENCE SOUTH 00°13′32″ WEST A DISTANCE OF 50.39 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 21′70.00 FEET; THENCE THROUGH AN ANGLE OF 05°14′102″, AN ARC DISTANCE OF 198.23 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 80°24′13″ WEST, 198.16 FEET TO A NON-TANGENT LINE; THENCE NORTH 27°36′38″ WEST A DISTANCE OF 51.82 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINING 0.24 ACRES (1,379 SQUARE FEET), MORE OR LESS.

PARCEL 719

BEGIN AT POINT J (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 101 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE NORTH 50°13'45' EAST A DISTANCE OF 40.00 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2220.00 FEET; THENCE THROUGH AN ANGLE OF 01°05'49", AN ARC DISTANCE OF 42.50 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 50°46'40' EAST, 42.50 FEET TO A NON-TANGENT LINE; THENCE SOUTH 20°40'20" EAST A DISTANCE OF 20.00 FEET; THENCE THROUGH AN ANGLE OF 01°05'49", AN ARC DISTANCE OF 42.12 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 50°46'04" WEST, 42.12 FEET; THENCE SOUTH 50°13'45" WEST A DISTANCE OF 30.00 FEET; THENCE SOUTH 50°13'45" WEST A DISTANCE OF 10°05'49", AN ARC DISTANCE OF 10°00.24 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2417.00 FEET; THENCE THROUGH AN ANGLE OF 04°22'30", AN ARC DISTANCE OF 10°4.62 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 61°25'05" WEST, 184.62 FEET TO A NON-TANGENT LINE; THENCE SOUTH 26°23'36" EAST A DISTANCE OF 10°0.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2427.00 FEET; THENCE THROUGH AN ANGLE OF 01°50'18", AN ARC DISTANCE OF 77.87 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 60°41'31'44" WEST, 77.87 FEET TO THE WEST LINE OF SAID SECTION 36; THENCE NORTH 00°45'53" EAST ALONG THE WEST LINE OF SAID SECTION 36 A DISTANCE OF 22.15 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF SAID SECTION 36 A DISTANCE OF 22.15 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF SAID SECTION 36 A DISTANCE OF 10°0.00 THE WEST LINE OF SAID SECTION 36 A DISTANCE OF 10°0.00 THENCE DEPARTING THE WEST LINE OF SAID SECTION 36 A DISTANCE OF 10°0.00 THENCE DEPARTING THE WEST LINE OF SAID SECTION 36 A DISTANCE OF 1400.24 FEET; THENCE NORTH 50°43'13'4" WEST. THENCE NORTH 50°43'13'4" WEST. THENCE NORTH 50°45'13'45' EAST A DISTANCE OF 1400.24 FEET; THENCE NORTH 50°45'13'45' EAST A DISTANCE OF 1400.24 FEET; THENCE NORTH 50°45'13'5' WEST A DISTANCE OF 27.00 FEET TO THE POINT OF BEGINNI

EASEMENT CONTAINING 0.46 ACRES, MORE OR LESS.

PCI East Property - Fee Simple ROW

LEGAL DESCRIPTION OF PARCEL 102:

A PORTION OF PARCEL NO: 32-05-26-014462-000-00, LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD STAMPED "PRM LB 1704" AT THE INTERSECTION WITH NORTHWEST CORNER OF THE PLAT OF WILLOW SPRINGS PHASE 1 THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 55 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA AND THE EASTERLY RISHTING RIGHT OF WAY LINE OF SAUR COUNTY, ROAD NO. 315 (AN 80-FOOT RIGHT OF WAY PER STATE OF FLORIDA DEPARTMENT OF TRASNPORTATION RIGHT OF WAY MAPS, SECTION 71507-2601); THENCE NORTH 01" 47" 05" EAST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID COUNTY, ROAD NO. 315, A DISTANCE OF 974.42 FEET TO THE NORTHWEST CORNER OF TRACT "8-2" OF THE PUBLIC WESTING RIGHT OF WAY LINE OF SAID COUNTY, ROAD NO. 315, A DISTANCE OF FLORIDA OND PLATE BOOK 66, PAGE 11 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01"4705" EAST ALONG THE SAID EASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01"4705" EAST ALONG THE SAID EASTERLY EXISTING RIGHT OF WAY OF SAID COUNTY, ROAD NO. 315, SOUTH 33"0633" EAST A DISTANCE OF 8.70 FEET; THENCE NORTH 88"39"34" EAST A DISTANCE OF 365.79 FEET TO A CURVE CONCAVE TO THE NORTHWEST. HAVING A RADIUS OF 895.00 FEET; THENCE THROUGH AN ANGLE OF 43"09"29", AN ARC DISTANCE OF 674.16 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 67"04"50" EAST A DISTANCE OF 173.68 FEET TO A NON-TANGENT LINE: THENCE SOUTH 44"29"25" EAST A DISTANCE OF 173.68 FEET; THENCE NORTH 45"30"05" EAST A DISTANCE OF 174.06 FEET; THENCE NORTH 45"30"05" EAST A DISTANCE OF 174.06 FEET; THENCE NORTH 45"30"05" EAST A DISTANCE OF 174.06 FEET; THENCE NORTH 45"30"05" EAST A DISTANCE OF 174.06 FEET; THENCE NORTH 45"30"05" EAST A DISTANCE OF 174.07 FEET; THENCE NORTH 45"30"05" EAST A DISTANCE OF 174.07 FEET; THENCE NORTH 45"30"05" EAST A DISTANCE OF 174.07 FEET; THENCE NORTH 45"30"05" EAST A DISTANCE OF 174.05 FEET; THENCE NORTH 174"24"25" EAST A DISTANCE OF 174.05 FEET; THENCE NORTH 175"445"2" AN ARC DISTANCE OF 175.00 FEET; THENCE NORTH 45"30"05" EAST A DISTANCE OF 175.00 FEET; THENCE NORTH 45"30"05" EAST A DIS

CONTAINING 7.04 ACRES, MORE OR LESS.

PCI East Property - Conveyance and Outfall Easements and Pond Easements

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 813

A DRAINAGE AND POND EASEMENT LYING IN PARCEL NO: 32-05-26-014462-000-00, LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 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 NORTH 44°29′55″ WEST A DISTANCE OF 80.00 FEET; THENCE SOUTH 45°30′05″ WEST A DISTANCE OF 176.50 FEET; THENCE NORTH 44°29′55″ WEST A DISTANCE OF 226.17 FEET; THENCE NORTH 00°30′05″ EAST DISTANCE OF 84.92 FEET; THENCE NORTH 45°30′05″ EAST A DISTANCE OF 8.14 FEET; THENCE NORTH 44°29′55″ WEST A DISTANCE OF 125.00 FEET; THENCE NORTH 45°30′05″ EAST A DISTANCE OF 125.00 FEET; THENCE NORTH 45°30′05″ EAST A DISTANCE OF 125.00 FEET; THENCE SOUTH 44°29′55″ EAST A DISTANCE OF 125.00 FEET; THENCE SOUTH 44°29′55″ EAST A DISTANCE OF 125.27 FEET; THENCE SOUTH 45°30′05″ WEST A DISTANCE OF 100.11 FEET; THENCE SOUTH 44°29′55″ EAST A DISTANCE OF 80.00 FEET; THENCE SOUTH 45°30′05″ WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 45°30′05″ WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 45°30′05″ WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 45°30′05″ WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 45°30′05″ WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 45°30′05″ WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 45°30′05″ WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 45°30′05″ WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 45°30′05″ WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 45°30′05″ WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 45°30′05″ WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 45°30′05″ WEST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

DRAINAGE AND POND EASEMENT CONTAINING 2.04 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL FASEMENT - PARCEL 814

A DRAINAGE EASEMENT LYING IN PARCEL NO: 32-05-26-014462-000-00, LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 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 00°27'15" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°32'45" A DISTANCE OF 28.69 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 883.00 FEET; THENCE THROUGH AN ANGLE OF 32°13'07", AN ARC DISTANCE OF 496.53 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 73°26'12" WEST, 490.01 FEET TO A NON-TANGENT LINE; THENCE NORTH 32°40'22" WEST A DISTANCE OF 20.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 903.00 FEET; THENCE THROUGH AN ANGLE OF 32°13'07", AN ARC DISTANCE OF 507.77 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 73°26'12" EAST, 501.11 FEET; THENCE NORTH 89°32'45" EAST A DISTANCE OF 28.69' TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.24 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 815

A DRAINAGE EASEMENT LYING IN PARCEL NO: 32-05-26-014462-000-00, LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 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 32°47'48" EAST A DISTANCE OF 21.16 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1100.00 FEET; THENCE THROUGH AN ANGLE OF 17°45'01" AN ARC DISTANCE OF 340.78 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 68°48'06" WEST, 339.42 FEET TO A NON-TANGENT LINE; THENCE NORTH 60°36'11" WEST A DISTANCE OF 10.58 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1007.00 FEET; THROUGH AN ANGLE OF 19°33'37", AN ARC DISTANCE OF 343.78 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 66°41'56" EAST, 342.11 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.11 ACRES, MORE OR LESS

PCI East Property - Temporary Construction Easements

LEGAL DESCRIPTION:

TEMPORARY CONSTRUCTION EASEMENTS IN PARCEL NO: 32-05-26-014462-000-00, LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 720

BEGIN AT POINT A (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 102 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 45°30'05" WEST A DISTANCE OF 173.68 FEET; THENCE NORTH 44°29'37" WEST A DISTANCE OF 8.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 895.00 FEET; THENCE HROUGH AN ANGLE OF 43°09'29", AN ARC DISTANCE OF 674.16 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 67°04'50" WEST, 658.33 FEET; THENCE SOUTH 88°39'34" WEST A DISTANCE OF 365.79 FEET; THENCE NORTH 33°06'33" WEST A DISTANCE OF 365.79 FEET; THENCE NORTH 33°06'33" WEST A DISTANCE OF 88.70 TO THE EASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 315 (AN 80-FOOT RIGHT OF WAY PER STATE OF FLORIDA DEPARTMENT OF TRASNPORTATION RIGHT OF WAY MAPS, SECTION 71507-2601); THENCE NORTH 01°47'05" EAST ALONG THE SAID EASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 315, A DISTANCE OF 22.64 FEET; THENCE DEPARTING THE EASTERLY RIGHT OF WAY OF SAID COUNTY ROAD NO. 315, NORTH 88°39'34" EAST A DISTANCE OF 369.14 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 865.00 FEET; THENCE THROUGH AN ANGLE OF 43°09'29", AN ARC DISTANCE OF 651.56 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 67°04'50" EAST, 636.27 FEET TO A NON-TANGENT LINE; THENCE SOUTH 44°29'55" EAST A DISTANCE OF 173.68 FEET; THENCE SOUTH 44°29'55" EAST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINING 0.75 ACRES, MORE OR LESS.

PARCEL 721

COMMENCE AT POINT A (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 102 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE NORTH 45°30'05" EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44°29'55" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 288.31 FEET; THENCE NORTH 44°29'55" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 37.02 FEET; THENCE SOUTH 44°24'25" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 45°30'05" WEST A DISTANCE OF 325.30 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINING 0.08 ACRES (3,623 SQUARE FEET), MORE OR LESS.

PARCEL 722

COMMENCE AT POINT A (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 102 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE NORTH 45°30'05" EAST A DISTANCE OF 37.5.30 FEET; THENCE NORTH 44°24'25" WEST A DISTANCE OF 53.90 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 44°24'25" EAST A DISTANCE OF 14.90 FEET TO THE POINT OF BEGINNING; THENCE NORTH 45°30'05" EAST A DISTANCE OF 62.98 FEET; THENCE SOUTH 44°29'55" EAST A DISTANCE OF 10.00 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 187.44 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1017.00 FEET; THENCE THROUGH AN ANGLE OF 08°17'03", AN ARC DISTANCE OF 147.04 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 49°41'19" EAST, 146.92 FEET TO A NON-TANGENT LINE; THENCE SOUTH 07°00'05" EAST A DISTANCE OF 13.77 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1007.00 FEET; THENCE THROUGH AN ANGLE OF 07°44'52", AN ARC DISTANCE OF 13.17 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 49°25'15" WEST, 136.07 FEET; THENCE SOUTH 45°30'05" WEST A DISTANCE OF 250.44 FEET; THENCE NORTH 44°24'25" WEST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINING 0.10 ACRES, MORE OR LESS.

PARCEL 723

COMMENCE AT POINT B (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 102 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE SOUTH 89°32′45″ WEST A DISTANCE OF 28.69 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 903.00 FEET; THENCE THROUGH AN ANGLE OF 32°13′07″, AN ARC DISTANCE OF 507.77 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 73°26′12″ WEST, 501.11 FEET TO A NON-TANGENT LINE AND THE POINT OF BEGINNING; THENCE SOUTH 32°40′22″ EAST A DISTANCE OF 10.00 TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 893.00 FEET; THENCE THROUGH AN ANGLE OF 11°49′33″, AN ARC DISTANCE OF 184.32 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 51°24′52″ WEST, 183.99 FEET; THENCE SOUTH 45°30′05″ WEST A DISTANCE OF 115.49 FEET; THENCE NORTH 44°24′25″ WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 45°30′05″ EAST A DISTANCE OF 115.47 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 903.00; THENCE THROUGH AN ANGLE OF 11°49′33″, AN ARC DISTANCE OF 186.38 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 51°24′52″ EAST, 186.05 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINING 0.07 ACRES (3,008 SQUARE FEET), MORE OR LESS.

PARCEL 724

BEGIN AT POINT C (AS DESCRIBED IN THE LEGAL DESCRIPTION FOR PARCEL 102 OF THE CLAY COUNTY FIRST COAST CONNECTOR); THENCE ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1007.00 FEET, THROUGH AN ANGLE OF 11°25'02", AN ARC DISTANCE OF 200.66 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 51°12'36" EAST, 200.33 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 702.17 FEET; THENCE SOUTH 45°30'05" WEST A DISTANCE OF 702.15 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1016.99 FEET; THENCE THROUGH AN ANGLE OF 01°08'24", AN ARC DISTANCE OF 20.23 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 46°04'17" WEST, 20.23 FEET TO A NON-TANGENT LINE; THENCE SOUTH 43°21'31" EAST A DISTANCE OF 10.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1026.99 FEET; THENCE THROUGH AN ANGLE OF 10°16'59", AN ARC DISTANCE OF 184.32 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 51°46'58" WEST, 184.07 FEET TO A NON-TANGENT LINE; THENCE NORTH 32°47'48" WEST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINING 0.25 ACRES, MORE OR LESS.

EXHIBIT C

MOBILITY FEE and APF CREDIT CALCULATION

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

Fee Simple Right of Way

Property

40.19 acres

2.34 acres (Associated Stormwater Treatment Facility)

PCI East Property

7.04 acres

Conveyance and Outfall Easements

Property

6.08 acres

PCI East Property

0.35 acres

Pond Easements

Property

8.22 acres

PCI East Property

2.04 acres

Temporary Construction Easements

Property

7.53 acres

PCI East Property

1.25 acres

75.04 TOTAL ACRES

TOTAL MOBILITY FEE CREDIT AWARDED

\$1,856,078

Adequate Public Facilities Credit Calculation

Adequate Public Facilities Credit

8,265 linear feet of eligible APF Right of Way * 80' width = 15.17 acres

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

Peters Creek Mobility Fee Credit Agreement 3.15.22 Final

Final Audit Report 2022-04-07

Created: 2022-03-29

By: Alyssa Hamilton (alyssa.hamilton@claycountygov.com)

Status: Signed

Transaction ID: CBJCHBCAABAANAk1YIKpgJTqD-Giu5RaC18Wi7hUNzm1

"Peters Creek Mobility Fee Credit Agreement 3.15.22 Final" Hist ory

- Document created by Alyssa Hamilton (alyssa.hamilton@claycountygov.com) 2022-03-29 2:22:19 PM GMT
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- Email viewed by George M. Egan (gegan@reinholdcorporation.com) 2022-04-02 3:52:07 AM GMT



Document e-signed by George M. Egan (gegan@reinholdcorporation.com) Signature Date: 2022-04-07 - 8:07:27 PM GMT - Time Source: server Agreement completed. 2022-04-07 - 8:07:27 PM GMT Adobe Acrobat Sign

EXHIBIT D [Legal Description of Spring Park Right-of-Way]

EXHIBIT "A" SEE SHEET 2 OF 2 FOR SKETCH

A PORTION OF LAND LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF A PARCEL OF LAND BEING DESCRIBED IN OFFICIAL RECORDS BOOK 3729, PAGE 53 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA; THENCE NORTH 89°36′59" EAST, ALONG THE PROJECTED NORTH LINE OF LAST SAID PARCEL, 20.01' TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°36′59" EAST, 15.00' TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 315, SAID POINT LYING IN A CURVE HAVING A RADIUS OF 11,499.16', BEING CONCAVE TO THE EAST; THENCE NORTHERLY ALONG THE WEST RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 145.00', SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 01°09'08" EAST, 145.00'; THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 19°39'29' WEST, 47.88' TO A POINT ON A CURVE HAVING A RADIUS OF 11,514.16', BEING CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 100.00', SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 01°02'17" WEST, 100.00' TO THE POINT OF BEGINNING.

NOTES:

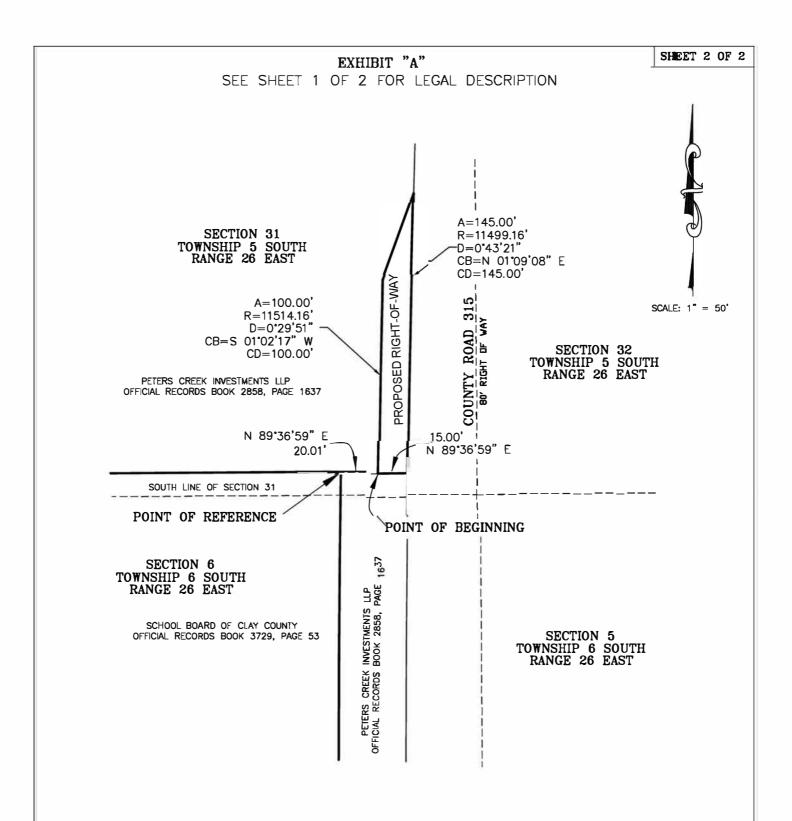
THIS IS A SKETCH TO SHOW PROPOSED RIGHT-OF-WAY.

NO UNDERGROUND STRUCTURES OR UTILITIES, LOCATED EXCEPT AS SHOWN.
THIS SKETCH WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE
OPINION.

NORTH IS ASSUMED, BASED ON RIGHT OF WAY OF CR 315, AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 3729, PAGE 53

CLAY COUNTY ENGINEERING DEPARTMENT
CLAY COUNTY, FLORIDA
477 HOUSTON ST.
GREEN COVE SPRINGS, FL 32043





NOTES:

THIS IS A SKETCH TO SHOW PROPOSED RIGHT-OF-WAY.

NO UNDERGROUND STRUCTURES OR UTILITIES, LOCATED EXCEPT AS SHOWN.

THIS SKETCH WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE

OPINION.

NORTH IS ASSUMED, BASED ON RIGHT OF WAY OF CR 315,

AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 3729, PAGE 53

CLAY COUNTY ENGINEERING DEPARTMENT
CLAY COUNTY, FLORIDA
477 HOUSTON ST.
GREEN COVE SPRINGS, FL 32043



EXHIBIT "B" SEE SHEET 2 OF 2 FOR SKETCH

A PORTION OF LAND LYING IN SECTION 6, TOWNSHIP 6 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF A PARCEL OF LAND BEING DESCRIBED IN OFFICIAL RECORDS BOOK 3729, PAGE 53 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA; THENCE NORTH 89°36′59" EAST, ALONG THE PROJECTED SOUTH LINE OF LAST SAID PARCEL, 35.00' TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 315; THENCE NORTH 00°23′01" WEST, ALONG SAID WEST RIGHT OF WAY LINE, 132.00' TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY, NORTH 00°23′01" WEST, 285.00'; THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 89°36′59" WEST, 15.00'; THENCE SOUTH 00°23′01" EAST, 285.00'; THENCE NORTH 89°36′59" EAST, 15.00' TO THE POINT OF BEGINNING.

NOTES:

THIS IS A SKETCH TO SHOW PROPOSED RIGHT-OF-WAY.

NO UNDERGROUND STRUCTURES OR UTILITIES, LOCATED EXCEPT AS SHOWN.

THIS SKETCH WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE

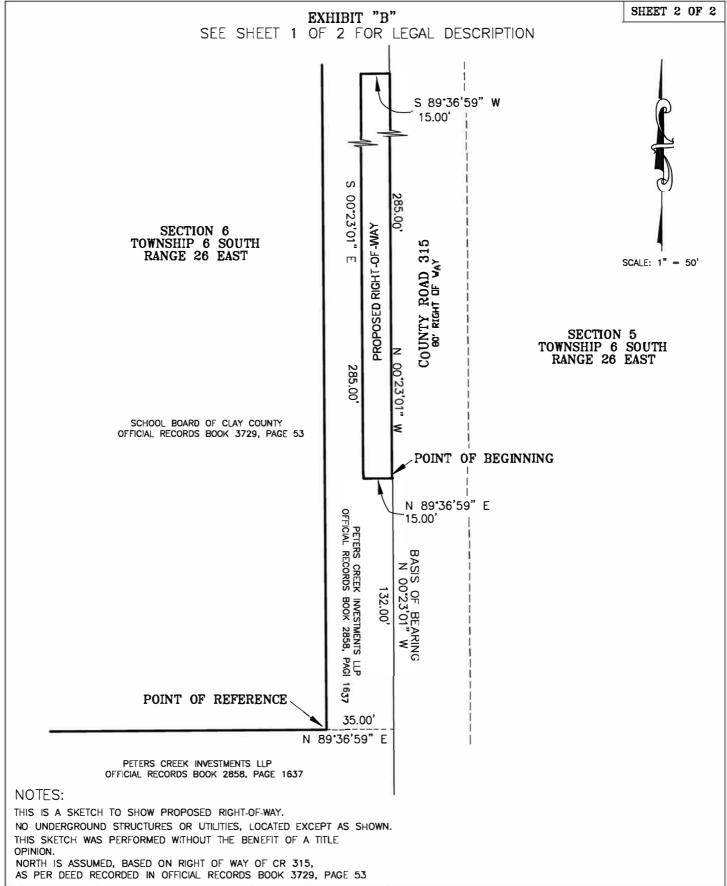
OPINION.

NORTH IS ASSUMED, BASED ON RIGHT OF WAY OF CR 315,

NORTH IS ASSUMED, BASED ON RIGHT OF WAY OF CR 315, AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 3729, PAGE 53

CLAY COUNTY ENGINEERING DEPARTMENT
CLAY COUNTY, FLORIDA
477 HOUSTON ST.
GREEN COVE SPRINGS, FL 32043





CLAY COUNTY ENGINEERING DEPARTMENT
CLAY COUNTY, FLORIDA
477 HOUSTON ST.
GREEN COVE SPRINGS, FL 32043



EXHIBIT E [Additional Mobility Fee Credit Calculation for Spring Park Right-of-Way]

EXHIBIT E

ADDITIONAL MOBILITY FEE CREDIT CALCULATION

Additional Mobility Fee calculation for donation of Spring Park Right-of-Way

Fee Simple Right of Way

.14 acres x \$44,724/acre = \$6,275.00

TOTAL ADDITIONAL MOBILITY FEE CREDIT AWARDED

\$ 6,275.00

EXHIBIT F [Warranty Deed for Spring Park Right-of-Way]

This instrument prepared by or under the supervision of:

RECORD AND RETURN TO:

Clay County Attorney Post Office Box 1366 Green Cove Springs, Florida 32043

Reserved	for Reco	rding Dei	partment]	

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made effective as of the _____ day of ______, 20__, by **PETERS CREEK INVESTMENTS, LLP**, a Florida limited liability partnership, whose address is 1845 Town Center Boulevard, Suite 105, Fleming Island, Florida 32003, ("Grantor"), and **CLAY COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1366, Green Cove Springs, Florida 32043, ("Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situated in Clay County, Florida, more particularly described as follows:

See Legal Description attached hereto as Exhibits A & B

SUBJECT TO: Covenants, Easements, Restrictions and Reservations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging to or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022; and that Grantor releases and discharges Grantee of and from all, and all manner of, causes of action, suits, claims, damages, and judgments, in law or in equity, arising out of or in any way connected with Grantor's conveyance of the Property to the Grantee and which Grantor ever had, then has, or which any personal representative, successor, heir or assign of Grantor, thereafter can, shall or may have, against the Grantee, for, upon or by reason of any matter, cause or thing, including, without limitation, any claim for loss of access to Grantor's remaining property, severance damages to Grantor's remaining property, business damages or any other damages.

In Witness Whereof, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence as Witnesses:	Grantor:			
	PETERS CREEK INVESTMENTS, L.L.P., a Florida limited liability partnership			
Print Name	By: DEVELOPERS THREE, INC., a Florida corporation			
Print Name	By: Gerald R. Agresti, President			
STATE OF FLORIDA COUNTY OF CLAY The foregoing instrument	t was acknowledged before me by means of physical			
DEVELOPERS THREE, INC., a Flo	, 2022 by GERALD R. AGRESTI, as President of orida corporation, as Partner of PETERS CREEK and liability partnership, on behalf of such partnership, who			
	Notary Public, State and County aforesaid.			
	My Commission expires			
	Commission No.			

EXHIBIT "A" SEE SHEET 2 OF 2 FOR SKETCH

A PORTION OF LAND LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF A PARCEL OF LAND BEING DESCRIBED IN OFFICIAL RECORDS BOOK 3729, PAGE 53 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA; THENCE NORTH 89°36′59" EAST, ALONG THE PROJECTED NORTH LINE OF LAST SAID PARCEL, 20.01' TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°36′59" EAST, 15.00' TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 315, SAID POINT LYING IN A CURVE HAVING A RADIUS OF 11,499.16', BEING CONCAVE TO THE EAST; THENCE NORTHERLY ALONG THE WEST RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 145.00', SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 01°09'08" EAST, 145.00'; THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 19°39'29' WEST, 47.88' TO A POINT ON A CURVE HAVING A RADIUS OF 11,514.16', BEING CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 100.00', SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 01°02'17" WEST, 100.00' TO THE POINT OF BEGINNING.

NOTES:

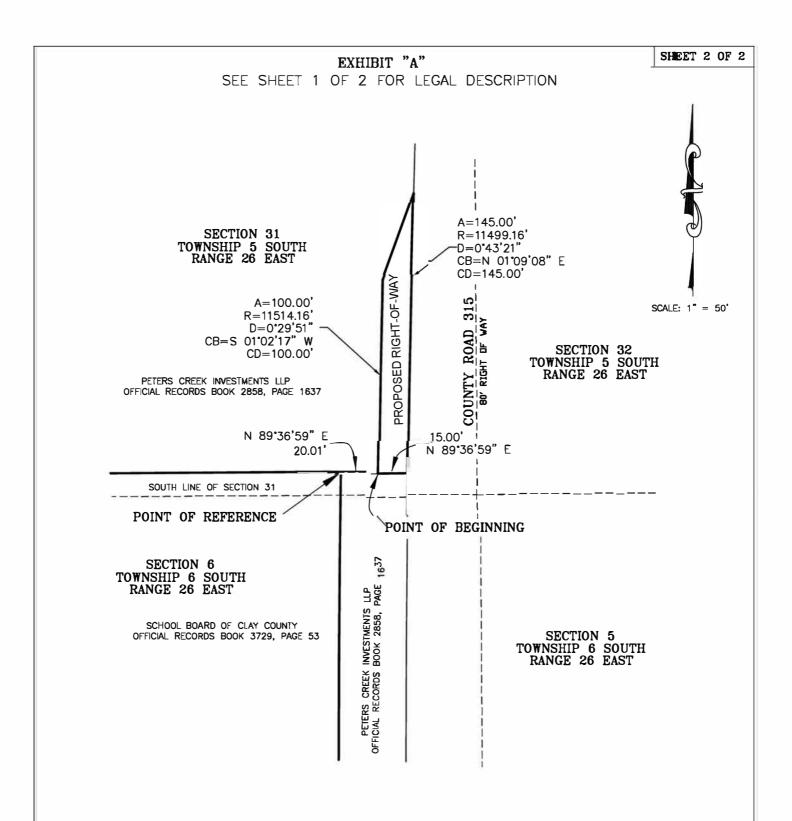
THIS IS A SKETCH TO SHOW PROPOSED RIGHT-OF-WAY.

NO UNDERGROUND STRUCTURES OR UTILITIES, LOCATED EXCEPT AS SHOWN.
THIS SKETCH WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE
OPINION.

NORTH IS ASSUMED, BASED ON RIGHT OF WAY OF CR 315, AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 3729, PAGE 53

CLAY COUNTY ENGINEERING DEPARTMENT
CLAY COUNTY, FLORIDA
477 HOUSTON ST.
GREEN COVE SPRINGS, FL 32043





NOTES:

THIS IS A SKETCH TO SHOW PROPOSED RIGHT-OF-WAY.

NO UNDERGROUND STRUCTURES OR UTILITIES, LOCATED EXCEPT AS SHOWN.

THIS SKETCH WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE

OPINION.

NORTH IS ASSUMED, BASED ON RIGHT OF WAY OF CR 315,

AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 3729, PAGE 53

CLAY COUNTY ENGINEERING DEPARTMENT
CLAY COUNTY, FLORIDA
477 HOUSTON ST.
GREEN COVE SPRINGS, FL 32043



EXHIBIT "B" SEE SHEET 2 OF 2 FOR SKETCH

A PORTION OF LAND LYING IN SECTION 6, TOWNSHIP 6 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF A PARCEL OF LAND BEING DESCRIBED IN OFFICIAL RECORDS BOOK 3729, PAGE 53 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA; THENCE NORTH 89°36′59" EAST, ALONG THE PROJECTED SOUTH LINE OF LAST SAID PARCEL, 35.00' TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 315; THENCE NORTH 00°23′01" WEST, ALONG SAID WEST RIGHT OF WAY LINE, 132.00' TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY, NORTH 00°23′01" WEST, 285.00'; THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 89°36′59" WEST, 15.00'; THENCE SOUTH 00°23′01" EAST, 285.00'; THENCE NORTH 89°36′59" EAST, 15.00' TO THE POINT OF BEGINNING.

NOTES:

THIS IS A SKETCH TO SHOW PROPOSED RIGHT-OF-WAY.

NO UNDERGROUND STRUCTURES OR UTILITIES, LOCATED EXCEPT AS SHOWN.

THIS SKETCH WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE

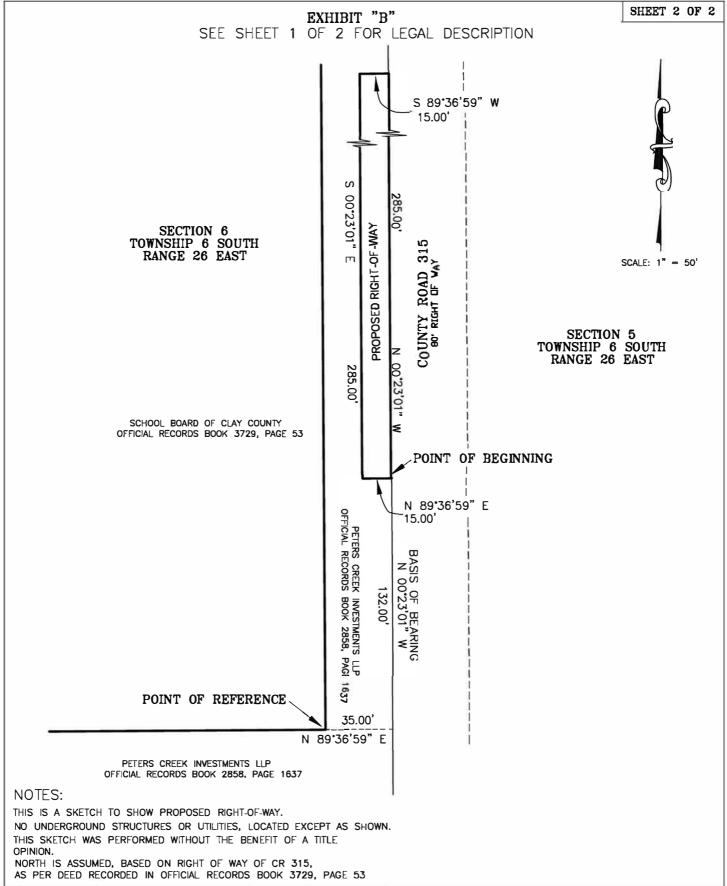
OPINION.

NORTH IS ASSUMED, BASED ON RIGHT OF WAY OF CR 315,

NORTH IS ASSUMED, BASED ON RIGHT OF WAY OF CR 315, AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 3729, PAGE 53

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