

CLAY COUNTY AGREEMENT/CONTRACT NO. _____
(BTP – Project #5: CR 220 (CR Baxley Rd to Henley Rd))

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (“Agreement”) is made this _____ day of _____, 2024, by and between **CLAY COUNTY**, a political subdivision of the State of Florida, with an address of P. O. Box 1366, Green Cove Springs, Florida 32043 (the “County”), and **Ray O. Avery and Sherry C. Avery, individually and as trustees or successor trustees of the Ray O. Avery and Sherry C. Avery Revocable Family Trust, dated July 31, 2006**, whose address is 3375 County Road 220, Middleburg, FL 32068 (the “Seller”). (County and the Seller are sometimes hereinafter individually referred to as a “Party” or collectively as the “Parties”).

RECITALS:

Seller is the owner of certain parcels of real property located in Clay County, Florida. The County desires a portion of the parcels which is particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference, together with all improvements thereon and rights, permits, privileges, licenses, rights of way and easements appurtenant thereto (collectively, “Parcel 501”). The County desires Parcel 501 for roadway improvements. The County is required by law to furnish same for such purpose. In lieu of condemnation, Seller desires to sell Parcel 501 to the County and the County desires to purchase Parcel 501 from Seller upon the terms and conditions hereinbelow set forth. Additionally, the County desires a Permanent Easement, Parcel 5-806, for drainage purposes, and a Temporary Construction Easement, Parcel 5-702, to allow for a harmonious tie in for Seller’s driveway to the new roadway limits, across portions of Seller’s parcels.

For and in consideration of the mutual covenants, agreements and Purchase Price set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties hereto, the County and Seller hereby covenant and agree as follows:

1. **Agreement to Buy and Sell.** In lieu of condemnation, Seller agrees to sell to the County and the County agrees to purchase from Seller Parcel 501, and to compensate for a Permanent Easement, Parcel 5-806, and a Temporary Construction Easement, Parcel 5-702, in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.

2. **Purchase Price.** The purchase price to be paid by the County at Closing and only in the event of Closing for Parcel 501, a Permanent Easement Parcel 5-806, and a Temporary Construction Easement Parcel 5-702, is a total of **\$243,700.00**.

At Closing, the County shall also pay: (i) the costs of recording the Deed delivered hereunder; (ii) the costs of any environmental studies or other due diligence surveys by the County; and (iii) if obtained, title insurance policy premium, including endorsements, and related title expenses pertaining to the owner’s title commitment.

At Closing, the Seller shall pay all costs to prepare and record any documents necessary to cure any title defect and any property taxes for Parcel 501, prorated to date of Closing. The Deed shall be executed and delivered in lieu of condemnation and shall include a caption that it is not subject to documentary stamp tax.

Except as provided above, each Party shall pay its own attorneys or other consultants. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Clay County, Florida.

3. **Conditions and Limitations.**

a. This Agreement is subject to the final approval of the Clay County Board of County Commissioners after a public hearing held five (5) days after public notice. Through the date of such hearing, this Agreement shall be binding upon the Seller upon its due execution by Seller and delivery to the County as an irrevocable offer. If the County fails to hold such hearing, or if the County elects not to approve this Agreement at such hearing for whatever reason in its sole discretion, then the County shall have no obligations to the Seller, and the Seller shall have no recourse against the County and each party shall go hence without day, and the offer shall be deemed revoked. If the Board of County Commissioners of the County shall approve this Agreement at such hearing, then this Agreement shall become effective and binding on the County upon the date thereof, which date shall be deemed the effective date of this Agreement.

b. Closing shall occur within sixty (60) days after Board approval, on a date specified by the County upon not less than ten (10) days' written notice to Seller, unless extended by mutual agreement in writing signed by the Parties (the "Closing Date"), at the offices of the County's attorney or designated title company or any other place which is mutually acceptable to the Parties. Without limiting the foregoing, Closing may take place by mail or courier.

c. Seller is responsible for all taxes due on Parcel 501 up to, but not including the day of Closing in accordance with Section 196.295, Florida Statutes. At Closing, Seller will pay to the County or the closing agent, by credit to the Purchase Price or otherwise, Seller's pro rata share of all taxes, assessments and charges as determined by the Clay County Property Appraiser, the Clay County Tax Collector and/or other applicable governmental authority.

d. Seller is responsible for delivering marketable title to the County. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to the County ("Permitted Exceptions"). Seller shall be liable for any encumbrances not disclosed in the public records or arising after Closing as a result of actions of the Seller. Title shall transfer as of the Closing Date and Seller shall deliver possession of Parcel 501 to the County at Closing free of any tenancies, occupants, or personal property.

e. At the Closing, Seller shall execute and deliver to the County a Warranty Deed (the "Deed") in substantially the form and content attached hereto as **Exhibit "B"** and incorporated herein by reference, conveying marketable record title to Parcel 501 to the County, subject only to the Permitted Exceptions. In the event any mortgage, lien or other encumbrance encumbers such Parcel 501 at Closing and is not paid and satisfied by Seller, such mortgage, lien or encumbrance shall, at the County's election, be satisfied and paid with the proceeds of the Purchase Price. Additionally, Seller shall execute a Permanent Easement for Parcel 5-806 and a Temporary Construction Easement for Parcel 5-702 in substantially the form and content attached hereto as part of Exhibit "B" and incorporated by reference.

f. If ownership of Parcel 501 is held in a partnership, limited partnership, corporation, trust, or any form of representative capacity specified in **Section 286.23, Florida Statutes**, Seller shall execute and deliver an affidavit in substantially the form and content attached hereto as **Exhibit "C"** and

incorporated herein by reference. Seller shall also execute a closing statement, an owner's affidavit including matters referenced in **Section 627.7842(b), Florida Statutes**, and such other documents as needed to convey marketable record title as provided.

g. Seller expressly represents and warrants, to Seller's knowledge, that no Hazardous Substances have been released, stored, disposed of or discharged upon Parcel 501 or upon any immediately adjacent property owned at any time by the Seller. For purposes hereof, "Hazardous Substances" includes any and all materials or substances which are regulated by, or the presence of which could give rise to liability for an owner of property for removal or cleanup, under any federal, state, or local law, statute, rule, regulation or ordinance. Except as otherwise set forth herein, to the best of Seller's knowledge, there previously have been and presently are no above-ground or underground tanks or lines for the storage or transmission of toxic or hazardous wastes, materials or substances, or petroleum products or waste oils upon Parcel 501 or upon any immediately adjacent property owned at any time by the Seller. The Seller has neither used nor permitted the use of Parcel 501 for any such purposes. Furthermore, Seller expressly represents and warrants, to Seller's knowledge: (a) compliance of Parcel 501 with "Environmental Laws" as that term is hereinafter defined, and (b) the absence on Parcel 501 of any materials, waste, contaminants, pollutants, mold, fungus, bacteria or other substances or conditions which are toxic, dangerous, radioactive, disease causing, carcinogenic, infectious, caustic, or contain petroleum products or by-products, asbestos, heavy metals, or are defined as toxic, dangerous to health or otherwise hazardous by reference to any Environmental Laws. As used in this Agreement, "Environmental Laws" means collectively Comprehensive Environmental Response, Compensation and Liability Act of 1980 (commonly known as "CERCLA"), as amended, the Superfund Amendments and Reauthorization Act (commonly known as "SARA"), the Resource Conservation and Recovery Act (commonly known as "RCRA"), and any other federal, state or local environmental legislation or ordinances applicable to Parcel 501. In the event Hazardous Materials are discovered or other conditions which would impair the ability of the County to use Parcel 501 for the intended purpose, Seller shall remain obligated hereunder, with such obligation to survive the Closing and delivery and recording of the warranty deed, to diligently pursue and accomplish the clean-up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense. Further, Seller shall indemnify and save harmless and defend the County, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on Parcel 501 prior to Closing whether the Hazardous Materials are discovered prior to or after Closing, except to the extent exacerbated by the County. Seller shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the County as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on Parcel 501 prior to Closing are alleged to be a contributing legal cause, except to the extent placed on Parcel 501 by the County or otherwise exacerbated by the County. Seller shall save the County harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

h. Seller and County agree that this Agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this Agreement, shall be binding on the Parties.

4. **County's Entry on Property:** For as long as this Agreement is in effect and provided that Parcel 501 is not damaged and is left in a clean and safe condition, the Seller hereby gives permission to the County or its agents to enter upon any portion of Parcel 501 to conduct, at the County's sole expense,

such tests as the County may choose to perform including, but not limited to, environmental testing, topographic surveys, core borings, soil test pits and load bearing tests as may be required by the County to determine the physical characteristics of the substrata of Parcel 501. The County shall not be required to restore Parcel 501 substantially to its condition immediately prior to such tests unless the Closing does not occur in which case, the County will restore Parcel 501 substantially to its condition immediately prior to such tests. In the event any of the referenced testing reveals that Parcel 501 is not suitable for the purposes of building the proposed improvements on it or there exists the possible existence of Hazardous Substances related to Parcel 501, then the County may terminate this Agreement.

5. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed at the address first set forth above or as designated in a written notice given in accordance with this paragraph.

6. **General Provisions.**

a. No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

b. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect.

c. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by Seller and the County.

d. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns.

e. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day.

f. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

g. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

h. Seller and the County do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party at Closing.

i. This Agreement shall be interpreted under the laws of the State of Florida.

j. The Parties hereto agree that venue for any legal action authorized hereunder shall be in the courts of Clay County, Florida.

k. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

l. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations.

m. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

n. The parties agree that electronic signatures may be utilized and that a digital signature of the party or witness set forth below is 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.

7. **Not an Offer.** Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed a written offer nor admissible in any subsequent eminent domain proceeding with respect to Parcel 501.

8. **Waiver of Jury Trial.** SELLER AND THE COUNTY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE DEEMED TO WAIVE SELLER'S RIGHT TO A JURY TRIAL IN ANY EMINENT DOMAIN LITIGATION.

9. **No Representation or Warranty of Facilities.** Seller acknowledges and agrees that this Agreement is not contingent upon County's construction of any specific transportation facilities or improvements and the design and location of any contemplated or proposed transportation facilities are not guaranteed.

10. **Effective Date.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the date that the Board of County Commissioners approves this Agreement.

11. **Release of County.** By execution of this Agreement, Seller acknowledges and agrees that as of the date of Seller's execution and delivery of the deed, Seller shall thereby release and discharge the County of and from all, and all manner of, causes of action, suits, claims, damages, judgments, in law or in equity, which Seller ever had, then has, or which any personal representative, successor, heir or assign of Seller, thereafter can, shall or may have, against the County, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Seller's conveyance of Parcel to the County, including, without limitation, any claim for loss of access to Seller's remaining property, severance damages to Seller's remaining property, business damages or any other damages. Nothing herein shall be deemed to release County from its obligations or liabilities under this Agreement nor serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in

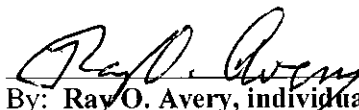
Section 768.28, Florida Statutes. A covenant shall be contained in the deed acknowledging Seller's agreement to the foregoing.


12. **Broker.** The Seller represents to the County that a real estate broker or agent has not assisted the Seller nor is there a real estate commission owed with regard to the sale of Parcel 501 nor the compensation for a Permanent Easement, Parcel 5-806, and a Temporary Construction Easement, Parcel 5-702, to the County. Regardless of whether the Closing occurs, the Seller shall hold the County harmless and fully indemnify and defend the County from and against any and all claims, causes or actions asserted against the County by any real estate broker for any costs, expenses, commissions or other fees arising out of or related to the transaction contemplated under this Agreement. The covenant and indemnity on the part of the Seller in favor of the County set forth in this paragraph shall survive the Closing in perpetuity. In the event the Closing does not occur, then the covenant and indemnity on the part of the Seller in favor of the County set forth in this paragraph shall survive any termination of this Agreement in perpetuity. The covenant and indemnity on the part of the Seller in favor of the County set forth in this paragraph to defend the County shall include the duty to retain competent counsel acceptable to the County, and to pay all attorneys' fees and costs related to said counsel's representation of the County through and including any and all appeals.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date first above written.

SELLER:
RAY O. AVERY AND SHERRY C. AVERY,
INDIVIDUALLY AND AS TRUSTEES OR
SUCCESSOR TRUSTEES OF THE RAY O.
AVERY AND SHERRY C. AVERY
REVOCABLE FAMILY TRUST, DATED JULY
31, 2006


By: Ray O. Avery, individually and as trustee
Date: 6-19-24


By: Sherry C. Avery, individually and as trustee
Date: 6/19/24

COUNTY:

CLAY COUNTY, a political subdivision of
the State of Florida

ATTEST:

By: _____
Jim Renninger, Its Chairman

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

EXHIBIT "A"

**LEGAL DESCRIPTION
PARCELS 501 AND 5-806**

A PORTION OF LAND LYING IN PARCEL ID: 05-05-25-009020-001-00
AND PARCEL ID: 05-05-25-009020-000-00
CLAY COUNTY, FLORIDA



**VICINITY MAP
(NOT TO SCALE)**

LEGAL DESCRIPTION:

PARCEL 501

A PORTION OF PARCEL ID: 05-05-25-009020-001-00 AS RECORDED IN OFFICIAL RECORD BOOK 2787, PAGE 383, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID OFFICIAL RECORD BOOK 2787 PAGE 383, LOCATED AT THE INTERSECTION OF THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 220 (A 100.00 FOOT RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 7158-250) AND EASTERLY EXISTING RIGHT OF WAY LINE OF BAXLEY ROAD (A COUNTY MAINTAINED ROAD), THENCE ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE NORTH 89°56'59" EAST A DISTANCE OF 60.00 FEET, THENCE DEPARTING THE SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 50°10'42" WEST TO THE WEST LINE OF SAID PARCEL A DISTANCE OF 78.16 FEET, THENCE NORTH 00°02'05" EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 1,500 SQ. FT, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT 5-806

A PORTION OF PARCEL ID: 05-05-25-009020-001-00 AND PARCEL ID: 05-05-25-009020-000-00 AS RECORDED IN OFFICIAL RECORD BOOK 2787, PAGE 383, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID OFFICIAL RECORD BOOK 2787 PAGE 383, LOCATED AT THE INTERSECTION OF THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 220 (A 100.00 FOOT RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 7158-250) AND EASTERLY EXISTING RIGHT OF WAY LINE OF BAXLEY ROAD (A COUNTY MAINTAINED ROAD), THENCE ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE NORTH 89°56'59" EAST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 89°56'59" EAST TO THE EAST LINE OF SAID PARCEL A DISTANCE OF 299.40 FEET, THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 00°00'43" WEST ALONG THE SAID EAST LINE OF PARCEL A DISTANCE OF 25.00 FEET, THENCE DEPARTING THE SAID EAST LINE OF SAID PARCEL NORTH 89°56'59" EAST TO THE EAST LINE OF THE SAID PARCEL A DISTANCE OF 300.00 FEET, THENCE SOUTH 00°00'43" WEST ALONG THE SAID EAST LINE OF PARCEL A DISTANCE OF 25.00 FEET THENCE DEPARTING THE SAID EAST LINE OF PARCEL SOUTH 89°56'59" WEST A DISTANCE OF 659.42 FEET TO THE WEST LINE OF SAID PARCEL, THENCE NORTH 50°10'42" EAST A DISTANCE OF 78.16 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 0.55 ACRES, MORE OR LESS.

**PREPARED FOR/
CERTIFIED TO:**

CLAY COUNTY




FOR THE FIRM
WGI, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 7055

BY: _____
RYAN KETT,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7113

SURVEYOR'S NOTES:

1. THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE 'STANDARDS OF PRACTICE' AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
2. ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. COPYRIGHT © 2023 BY WGI, INC.
4. THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT, DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
5. THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - 5.1. OFFICIAL RECORDS BOOK 2787, PAGE 383
 - 5.2. FDOT SECTION NO. 7158-250
6. ALL OF THE PUBLIC RECORDS CLAY COUNTY, FLORIDA.
7. THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
8. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
9. ALL COORDINATES AND BEARINGS SHOWN HEREON ARE GRID, BASED ON THE STATE PLANE COORDINATES, FLORIDA EAST ZONE, LAMBERT PROJECTION, NORTH AMERICAN DATUM 1983/2011, U.S. SURVEY FOOT, DERIVED BY UTILIZING CONTROL POINTS SET AND FOUND BY WGI USING RAPID-STATIC GLOBAL POSITIONING SYSTEM (RSGPS) SESSIONS WHILE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FLORIDA PERMANENT REFERENCE NETWORK (FPRN) AS BASE STATIONS. BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 89°56'59" EAST ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 220.

THIS IS NOT A SURVEY

 4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003 Phone No. 858.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER		DATE:	REVISION:	BY:
	OFFICE	GC	DATE:	09/20/2023	JOB: CR-220 (5)
	CHECKED	RK	DWG	PARCEL 501_5-806	SHEET 1 OF 2

LEGAL DESCRIPTION

TCE 5-702

A PORTION OF LAND LYING IN PARCEL ID: 05-05-25-009020-000-00
CLAY COUNTY, FLORIDA



VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN PARCEL ID: 05-05-25-009020-000-00 AS RECORDED IN OFFICIAL RECORD BOOK 2787, PAGE 383, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL ID 05-05-25-009020-000-00, AS RECORDED IN SAID OFFICIAL RECORD BOOK 2787 PAGE 383, LOCATED ALONG THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 220 (A 100.00 FOOT RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 7158-250); THENCE ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 89°56'59" WEST A DISTANCE OF 28.12 FEET TO THE POINT OF BEGINNING, THENCE DEPARTING THE SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 00°03'01" EAST A DISTANCE OF 14.00 FEET; THENCE SOUTH 89°56'59" WEST A DISTANCE OF 22.00 FEET; THENCE NORTH 00°03'01" WEST A DISTANCE OF 14.00 FEET TO THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF SAID COUNTY ROAD 220; THENCE ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE NORTH 89°56'59" EAST A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING.

TEMPORARY CONSTRUCTION EASEMENT CONTAINING 308 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

- THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE 'STANDARDS OF PRACTICE', AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 6J-17.060 THROUGH 6J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
- ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- COPYRIGHT © 2022 BY WGI, INC.
- THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT, DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
- THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - OFFICIAL RECORDS BOOK 2787, PAGE 383
 - FDOT SECTION NO. 7158-250
- ALL OF THE PUBLIC RECORDS CLAY COUNTY, FLORIDA.
- THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
- ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
- ALL COORDINATES AND BEARINGS SHOWN HEREON ARE GRID, BASED ON THE STATE PLANE COORDINATES, FLORIDA EAST ZONE, LAMBERT PROJECTION, NORTH AMERICAN DATUM 1983/2011, U.S. SURVEY FOOT, DERIVED BY UTILIZING CONTROL POINTS SET AND FOUND BY WGI USING RAPID-STATIC GLOBAL POSITIONING SYSTEM (RSGPS) SESSIONS WHILE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FLORIDA PERMANENT REFERENCE NETWORK (FPRN) AS BASE STATIONS. BEARINGS ARE REFERENCED TO A GRID BEARING OF SOUTH 89°56'59" WEST ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 220.

**PREPARED FOR/
CERTIFIED TO:**

CLAY COUNTY



FOR THE FIRM
WGI, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 7055

BY: **Ryan Kett** Date: 2022.11.04
12:52:08 -04'00'
RYAN KETT,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7113

THIS IS NOT A SURVEY

<p>4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055</p>	LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	DATE:	REVISION:		BY:
		OFFICE JO DATE: 10/26/2022 JOB: CR-220 (5) CHECKED RK DWG TCE 5-702 SHEET 1 OF 2			

EXHIBIT "B" – Deed

This instrument prepared by
or under the supervision of:
RECORD AND RETURN TO:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

Portion of R. E. Parcel No.: 05-05-25-009020-001-00

NOTE TO CLERK: This instrument is exempt from the payment of
documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida
Administrative Code.

[Reserved for Recording Department]

WARRANTY DEED

THIS WARRANTY DEED made effective as of the ___ day of _____, 2024, by **Ray O. Avery and Sherry C. Avery, individually and as trustees or successor trustees of the Ray O. Avery and Sherry C. Avery Revocable Family Trust, dated July 31, 2006,** conveying property which is not homestead (hereinafter "Grantor"), to **CLAY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, whose address is P. O. Box 1366, Green Cove Springs, Florida 32043, hereinafter called the "Grantee". (Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the 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 situate in **CLAY COUNTY, Florida**, viz:

See Legal Description for Parcel 501 attached as Exhibit "A".

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 the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the land in fee simple; that said 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, 2023; and that Grantor releases and discharges Grantee of and from all, and all manner of, causes of action, suits, claims, damages, judgments, in law or in equity, 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 whatsoever, arising out of or in any way connected with Grantor's conveyance of the Property to the Grantee, 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, the said Grantors have signed and sealed these presents the day and year first above written.

Ray O. Avery, individually and as trustee or successor trustee of the Ray O. Avery and Sherry C. Avery Revocable Family Trust, dated July 31, 2006

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:

Print name: _____
Address: _____

By: _____
Ray O. Avery

Print name: _____
Address: _____

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this ____ day of _____, 2024, by **Ray O. Avery, individually and as trustee or successor trustee of the Ray O. Avery and Sherry C. Avery Revocable Family Trust, dated July 31, 2006**, who is personally known to me or () who has produced _____ as identification.

(Notary Seal)

Notary Public
Print Name: _____
My Commission Expires: _____

**SIGNED, SEALED AND
DELIVERED IN OUR PRESENCE:**

**Sherry C. Avery, individually and as
trustee or successor trustee of the Ray O.
Avery and Sherry C. Avery Revocable
Family Trust, dated July 31, 2006**

Print name: _____
Address: _____

By: _____
Sherry C. Avery

Print name: _____
Address: _____

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ()
physical presence or () online notarization, this ____ day of _____, 2024, by
**Sherry C. Avery, individually and as trustee or successor trustee of the Ray O. Avery and
Sherry C. Avery Revocable Family Trust, dated July 31, 2006**, who is personally known to
me or () who has produced _____ as identification.

(Notary Seal)

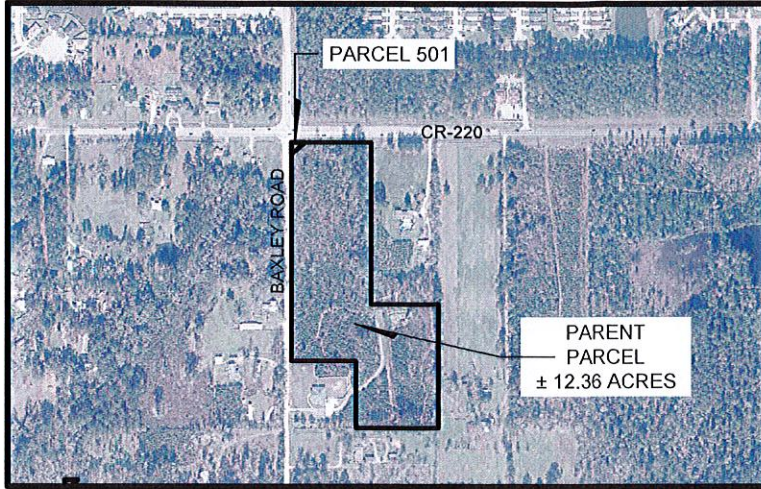
Notary Public
Print Name: _____
My Commission Expires: _____

Exhibit "A"

LEGAL DESCRIPTION

PARCEL 501

A PORTION OF LAND LYING IN PARCEL ID: 05-05-25-009020-001-00
 OFFICIAL RECORD BOOK 2787 PAGE 383
 CLAY COUNTY, FLORIDA



VICINITY MAP

(NOT TO SCALE)

LEGAL DESCRIPTION:

PARCEL 501

A PORTION OF LAND LYING IN OFFICIAL RECORD BOOK 2787, PAGE 383, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID OFFICIAL RECORD BOOK 2787 PAGE 383, LOCATED AT THE INTERSECTION OF THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 220 (A 100.00 FOOT RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 7158-250) AND EASTERLY EXISTING RIGHT OF WAY LINE OF BAXLEY ROAD (A COUNTY MAINTAINED ROAD); THENCE ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE NORTH 89°56'59" EAST A DISTANCE OF 60.00 FEET; THENCE DEPARTING THE SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 50°10'42" WEST TO THE WEST LINE OF SAID PARCEL A DISTANCE OF 78.16 FEET; THENCE NORTH 00°02'05" EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 1,500 SQ. FT, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
2. ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. COPYRIGHT © 2023 BY WGI, INC.
4. THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
5. THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - 5.1. OFFICIAL RECORDS BOOK 2787, PAGE 383
 - 5.2. FDOT SECTION NO. 7158-250
6. THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
7. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
8. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT). BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 89°56'59" EAST ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 220.

PREPARED FOR/
 CERTIFIED TO:

CLAY COUNTY



FOR THE FIRM
 WGI, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 7055

Stephen A
 Dees

Digitally signed by Stephen A
 Dees
 Date: 2024.06.18 10:32:49
 -04'00'

BY:

STEPHEN DEES,
 PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316

THIS IS NOT A SURVEY


 4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	DATE:	REVISION:		BY:	
		06/13/2024	SPLIT LEGAL AND SKETCH DOCUMENT FOR 501 AND 5-806		GC	
		OFFICE	GC	DATE:	06/13/2024	JOB: CR-220 (5)
		CHECKED	SD	DWG	PARCEL 501	SHEET 1 OF 2

EXHIBIT "B" – PE

This instrument prepared by and
Record and Return to:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

Portion of R. E. Parcel No.: **05-05-25-009020-001-00 and
05-05-25-009020-000-00**

[Reserved for Recording Department]

GRANT OF PERMANENT EASEMENT FOR DRAINAGE

This Grant of Permanent Easement made this ____ day of _____, 2024, by **Ray O. Avery and Sherry C. Avery, individually and as trustees or successor trustees of the Ray O. Avery and Sherry C. Avery Revocable Family Trust, dated July 31, 2006**, whose address is 3375 County Road 220, Middleburg, FL 32068 (the "Grantor"), unto **Clay County, a political subdivision of the State of Florida**, whose mailing address is Post Office Box 1366, Green Cove Springs, Florida 32043 (the "County").

IN CONSIDERATION of the sum of one dollar (\$1.00) in hand paid by the County to the Grantor, the receipt of which is hereby acknowledged by the Grantor and all objections to the sufficiency and adequacy of which are hereby waived by the Grantor, the Grantor does hereby grant, convey, assign, remise, release, and quitclaim unto the County a permanent easement (the "Easement") for Parcel 5-806 as described in attached Exhibit A, for the purposes of drainage upon, over, under, and across the lands of the Grantor.

The Easement is perpetual in duration and is exclusive to the County.

The County shall have the right at any and all reasonable times to enter upon the Easement for the purposes of constructing, or installing in or under the ground within the Easement, and thereafter to maintain or remove the same, as well as temporary, fixed or permanent facilities for stormwater, groundwater or any other water drainage purposes, including but not limited to underground pipes or culverts, swales, inlets, storm drains, and the like. The County shall maintain any facilities which it may have constructed or installed within the Easement in a reasonable condition and shall not be restricted hereby with respect to the quantity or source of stormwater, groundwater or other water entering within the Easement so long as said water is contained entirely within.

The Grantor reserves the right to cross over, pave over, and traverse the easement so long as it does not interfere with or impede the County's stated use of said easement.

The Easement and any access easement granted hereby, and the covenants contained herein, are binding upon Grantor and Grantor's heirs, successors and assigns and shall run with the land of the Grantor adjacent to the Easement with respect to any drainage and access easement granted hereby. The Grantor releases and discharges the County of and from all, and all manner of, causes of action, suits, claims, damages, judgments, in law or in equity, 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 County, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Grantor's conveyance of the Permanent Easement to the County, 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 caused this instrument to be executed as of the day and year first above written.

Ray O. Avery, individually and as trustee or successor trustee of the Ray O. Avery and Sherry C. Avery Revocable Family Trust, dated July 31, 2006

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

Print name: _____
Address: _____

**RAY O. AVERY
GRANTOR**

Print name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this ____ day of _____, 2024, by **Ray O. Avery, individually and as trustee or successor trustee of the Ray O. Avery and Sherry C. Avery Revocable Family Trust, dated July 31, 2006,** who is () personally known to me or () who has produced _____ as identification.

(Notary Seal)

Notary Public
Print Name: _____
My Commission Expires: _____

WITNESSES

Sherry C. Avery, individually and as trustee or successor trustee of the Ray O. Avery and Sherry C. Avery Revocable Family Trust, dated July 31, 2006

Print name: _____
Address: _____

SHERRY C. AVERY
GRANTOR

Print name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this ____ day of _____, 2024, by **Sherry C. Avery, individually and as trustee or successor trustee of the Ray O. Avery and Sherry C. Avery Revocable Family Trust, dated July 31, 2006**, who is () personally known to me or () who has produced _____ as identification.

(Notary Seal)

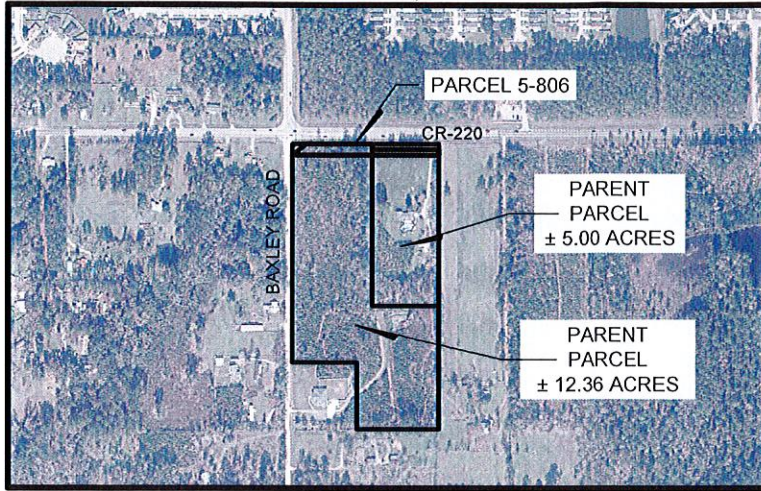
Notary Public
Print Name: _____
My Commission Expires: _____

Exhibit “A”

LEGAL DESCRIPTION

PARCEL 5-806

A PORTION OF LAND LYING IN PARCEL ID: 05-05-25-009020-001-00
 AND PARCEL ID: 05-05-25-009020-000-00
 OFFICIAL RECORD BOOK 2787 PAGE 33
 CLAY COUNTY, FLORIDA



VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION:

PERPETUAL EASEMENT 5-806

A PORTION OF LAND LYING IN PARCEL 1 AND PARCEL 2 OF OFFICIAL RECORD BOOK 2787, PAGE 383, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID OFFICIAL RECORD BOOK 2787 PAGE 383, LOCATED AT THE INTERSECTION OF THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 220 (A 100.00 FOOT RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 7158-250) AND EASTERLY EXISTING RIGHT OF WAY LINE OF BAXLEY ROAD (A COUNTY MAINTAINED ROAD), THENCE ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE NORTH 89°56'59" EAST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 89°56'59" EAST TO THE EAST LINE OF SAID PARCEL A DISTANCE OF 299.40 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY SOUTH 00°00'43" WEST ALONG THE SAID EAST LINE OF PARCEL 2 AS DESCRIBED IN OFFICIAL RECORD BOOK 2787, PAGE 383 A DISTANCE OF 25.00 FEET; THENCE DEPARTING THE SAID EAST LINE OF SAID PARCEL 2 NORTH 89°56'59" EAST TO THE EAST LINE OF THE PARCEL 1 AS DESCRIBED IN OFFICIAL RECORD BOOK 2787, PAGE 383 A DISTANCE OF 300.00 FEET; THENCE SOUTH 00°00'43" WEST ALONG THE SAID EAST LINE OF PARCEL 1 AS DESCRIBED IN OFFICIAL RECORD BOOK 2787, PAGE 383 A DISTANCE OF 25.00 FEET THENCE DEPARTING THE SAID EAST LINE OF PARCEL 1 SOUTH 89°56'59" WEST A DISTANCE OF 659.42 FEET TO THE WEST LINE OF SAID PARCEL 2; THENCE NORTH 50°10'42" EAST A DISTANCE OF 78.16 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 0.55 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
- ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- COPYRIGHT © 2024 BY WGI, INC.
- THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
- THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - OFFICIAL RECORDS BOOK 2787, PAGE 383
 - FDOT SECTION NO. 7158-250
 - ALL OF THE PUBLIC RECORDS CLAY COUNTY, FLORIDA.
- THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
- ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
- THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT). BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 89°56'59" EAST ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 220.

PREPARED FOR/
CERTIFIED TO:

CLAY COUNTY



FOR THE FIRM
WGI, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 7055

Stephen A
Dees

Digitally signed by Stephen A Dees
Date: 2024.06.18 10:33:24 -04'00'

BY: STEPHEN DEES,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316

THIS IS NOT A SURVEY



4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
 Phone No. 866.909.2220 www.wginc.com
 Cert No. 6091 - LB No. 7055

LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DATE:	REVISION:			BY:
06/13/2024	SPLIT LEGAL AND SKETCH DOCUMENT FOR 501 AND 5-806			GC
OFFICE:	GC	DATE:	06/13/2024	JOB: CR-220 (5)
CHECKED:	SD	DWG:	PARCEL 5-806	SHEET 1 OF 2

EXHIBIT “B” –TCE

Prepared by:
Clay County Attorney’s Office

After Recording Return to:
Clay County
P.O. Box 1366
Green Cove Springs, FL 32043

Project: Roadway Improvements
County Road 220 – Project #5

Tax Parcel ID No.: 05-05-25-009020-000-00

Address: 3375 County Road 220
Middleburg, FL 32068

TEMPORARY CONSTRUCTION EASEMENT
(Parcel 5-702)

THIS TEMPORARY CONSTRUCTION EASEMENT (“Easement Agreement”) is made this _____ day of _____ 2024, by and between **Ray O. Avery and Sherry C. Avery, individually and as trustees or successor trustees of the Ray O. Avery and Sherry C. Avery Revocable Family Trust, dated July 31, 2006**, whose address is 3375 County Road 220, Middleburg, FL 32068 (“Grantor”), and **CLAY COUNTY**, a political subdivision of the State of Florida, the address of which is P.O. Box 1366, Green Cove Springs, FL 32043 its successors and assigns, (“Grantee”).

RECITALS:

Grantor is the owner of certain real property in Clay County, Florida (“Grantor's Property”) which abuts certain roadway improvements at County Road 220, between Baxley Road and Hollars Place, (the “Project”). In conjunction with the Project, the Grantee desires to acquire and the Grantor desires to grant an easement, right and privilege to enter upon that portion of the Grantor’s Property as more particularly described on *Exhibit “A”* as Parcel 5-702 attached hereto and incorporated herein (the “Easement Area”) for construction purposes.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations and the covenants and promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is thereupon understood and agreed as follows:

1. The foregoing recitals are true and correct and hereby incorporated into and made a part of this Easement Agreement.
2. Grantor hereby grants to the Grantee, its employees, agents, engineers, contractors and other representatives (“Grantee’s User’s”) the right and easement to enter upon the Easement Area with equipment, vehicles and materials and to perform all construction work related to the Project as Grantee deems necessary or prudent, including, without limitation, clearing, grubbing, excavation, sloping, grading, storage of materials and equipment and materials, relocation of utilities, reconfiguration of sidewalks, driveways and drainage and all other work to conform and harmonize the Easement Area and improvements thereon with Grantor’s adjoining property (the “Work”).

3. The easement granted herein shall be for a term beginning upon the commencement date of the Project and ending upon completion of the Project.

4. Grantor covenants that Grantor is the true and lawful owner in fee title of the Grantor's Property, has authority and control over the Grantor's Property and has good right and full power to enter this Easement Agreement and grant this Easement without consent or approval of any other person or party.

5. Grantor acknowledges and agrees that as of the date of Grantor's execution and delivery of this Easement Agreement, Grantor hereby remises, releases, and forever discharges the Grantee, of and from all, and all manner of action and actions, cause and causes of action for any claim for loss relating to Grantor's affected interest, severance damages, business damages or any other similar damages; provided, such release shall not release Grantee from any damages caused by the negligence or intentional wrongdoing of Grantee or Grantee's Users.

IN WITNESS WHEREOF, this Easement has been executed this _____ day of _____ 2024.

RAY O. AVERY, INDIVIDUALLY AND AS TRUSTEE OR SUCCESSOR TRUSTEE OF THE RAY O. AVERY AND SHERRY C. AVERY REVOCABLE FAMILY TRUST, DATED JULY 31, 2006

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:

WITNESSES

Print name: _____
Address: _____

RAY O. AVERY
GRANTOR

Print name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this _____ day of _____, 2024, by **Ray O. Avery, individually and as trustee or successor trustee of the Ray O. Avery and Sherry C. Avery Revocable Family Trust, dated July 31, 2006**, who is () personally known to me or () who has produced _____ as identification.

(Notary Seal)

Notary Public
Print Name: _____
My Commission Expires: _____

Sherry C. Avery, individually and as trustee or successor trustee of the Ray O. Avery and Sherry C. Avery Revocable Family Trust, dated July 31, 2006

WITNESSES

Print name: _____
Address: _____

SHERRY C. AVERY
GRANTOR

Print name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this ____ day of _____, 2024, by **Sherry C. Avery, individually and as trustee or successor trustee of the Ray O. Avery and Sherry C. Avery Revocable Family Trust, dated July 31, 2006**, who is () personally known to me or () who has produced _____ as identification.

(Notary Seal)

Notary Public
Print Name: _____
My Commission Expires: _____

Exhibit "A"

LEGAL DESCRIPTION

TCE 5-702

A PORTION OF LAND LYING IN PARCEL ID: 05-05-25-009020-000-00
CLAY COUNTY, FLORIDA



VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN PARCEL ID 05-05-25-009020-000-00 AS RECORDED IN OFFICIAL RECORD BOOK 2787, PAGE 383, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL ID 05-05-25-009020-000-00, AS RECORDED IN SAID OFFICIAL RECORD BOOK 2787 PAGE 383, LOCATED ALONG THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 220 (A 100.00 FOOT RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 7158-250); THENCE ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 89°56'59" WEST A DISTANCE OF 28.12 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING THE SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 00°03'01" EAST A DISTANCE OF 14.00 FEET; THENCE SOUTH 89°56'59" WEST A DISTANCE OF 22.00 FEET; THENCE NORTH 00°03'01" WEST A DISTANCE OF 14.00 FEET TO THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF SAID COUNTY ROAD 220; THENCE ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE NORTH 89°56'59" EAST A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING.

TEMPORARY CONSTRUCTION EASEMENT CONTAINING 306 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

- THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 6J-17.050 THROUGH 6J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
- ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- COPYRIGHT © 2022 BY WGI, INC.
- THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
- THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - OFFICIAL RECORDS BOOK 2787, PAGE 383
 - FDOT SECTION NO. 7158-250
 ALL OF THE PUBLIC RECORDS CLAY COUNTY, FLORIDA.
- THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
- ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
- ALL COORDINATES AND BEARINGS SHOWN HEREON ARE GRID BASED ON THE STATE PLANE COORDINATES, FLORIDA EAST ZONE, LAMBERT PROJECTION, NORTH AMERICAN DATUM 1983/2011, U.S. SURVEY FOOT. DERIVED BY UTILIZING CONTROL POINTS SET AND FOUND BY WGI USING RAPID-STATIC GLOBAL POSITIONING SYSTEM (RSGPS) SESSIONS WHILE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FLORIDA PERMANENT REFERENCE NETWORK (FPRN) AS BASE STATIONS. BEARINGS ARE REFERENCED TO A GRID BEARING OF SOUTH 89°56'59" WEST ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 220.

**PREPARED FOR/
CERTIFIED TO:**

CLAY COUNTY



FOR THE FIRM
WGI, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 7055
BY: **Ryan Kett** Date: 2022.11.04
12:52:08 -04'00'
RYAN KETT,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LB 7113

THIS IS NOT A SURVEY

<p>4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003 Phone No. 856.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055</p>	LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.		DATE:	REVISION:	BY:
	OFFICE	JO	DATE:	10/26/2022	JOB: CR-220 (5)
	CHECKED	RK	DWG	TCE 5-702	SHEET 1 OF 2

EXHIBIT "C"

PUBLIC DISCLOSURE AFFIDAVIT

I, the undersigned, under penalty of perjury, affirm that I hold the title for, or represent, **the Ray O. Avery and Sherry C. Avery Revocable Family Trust, dated July 31, 2006** in the capacity of Trustee; and my full name and address is Ray O. Avery, 3375 CR 220, Middleburg, FL 32068; and **the Ray O. Avery and Sherry C.**

Avery Revocable Family Trust, dated July 31, 2006, hold legal title to the real estate described in Attachment A to this affidavit; and (select appropriate option)

- The names and addresses of all persons who hold a beneficial interest in the real estate are listed on Attachment B to this affidavit.
- All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.
- The above-named trust is a trust created at least three years prior to _____ Said trust is exempt from disclosure pursuant to Section 286.23(b), Florida Statutes. As trustee for said trust, I hereby certify, under penalty of perjury, that no public officer or employee has any beneficial interest in said trust. Further, I have disclosed on Attachment B to this affidavit all changes to the trust instruments and to persons having a beneficial interest in said trust that occurred during the three years prior to the above date. I further certify that this disclosure has been made within 48 hours of the deposit of money into the registry of the court.

Affiant's Signature

Print or Type Name of Affiant

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this ___ day of _____, 2024, by Ray O. Avery who is () personally known to me or () produced _____ as identification.

[SEAL]

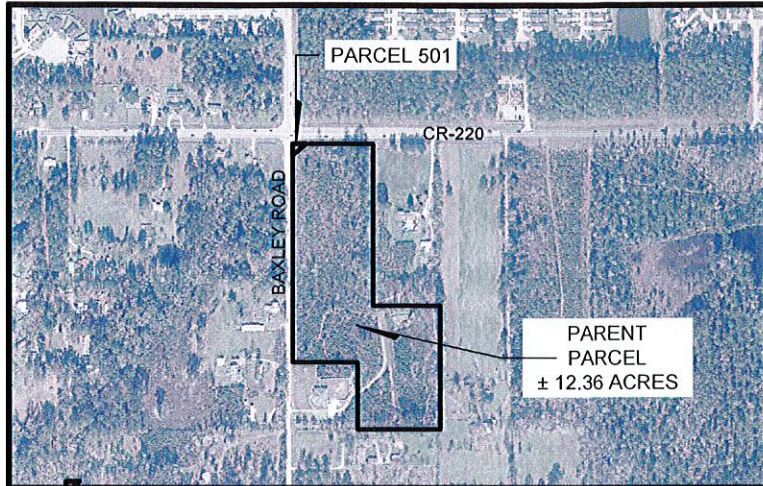
Print name: _____
Notary Public, County and State aforesaid
Commission Serial No. _____
My commission expires: _____

ATTACHMENT A

LEGAL DESCRIPTION

PARCEL 501

A PORTION OF LAND LYING IN PARCEL ID: 05-05-25-009020-001-00
OFFICIAL RECORD BOOK 2787 PAGE 383
CLAY COUNTY, FLORIDA



VICINITY MAP

(NOT TO SCALE)

LEGAL DESCRIPTION:

PARCEL 501

A PORTION OF LAND LYING IN OFFICIAL RECORD BOOK 2787, PAGE 383, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID OFFICIAL RECORD BOOK 2787 PAGE 383, LOCATED AT THE INTERSECTION OF THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD 220 (A 100.00 FOOT RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 7158-250) AND EASTERLY EXISTING RIGHT OF WAY LINE OF BAXLEY ROAD (A COUNTY MAINTAINED ROAD); THENCE ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE NORTH 89°56'59" EAST A DISTANCE OF 60.00 FEET; THENCE DEPARTING THE SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 50°10'42" WEST TO THE WEST LINE OF SAID PARCEL A DISTANCE OF 78.16 FEET; THENCE NORTH 00°02'05" EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 1,500 SQ. FT. MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
2. ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. COPYRIGHT © 2023 BY WGI, INC.
4. THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
5. THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - 5.1. OFFICIAL RECORDS BOOK 2787, PAGE 383
 - 5.2. FDOT SECTION NO. 7158-250
 ALL OF THE PUBLIC RECORDS CLAY COUNTY, FLORIDA.
6. THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
7. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
8. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (ADJUSTMENT). BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 89°56'59" EAST ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 220.

**PREPARED FOR/
CERTIFIED TO:**

CLAY COUNTY



FOR THE FIRM
WGI, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 7055

Stephen A

Digitally signed by Stephen A Dees


Date: 2024.06.18 10:32:49

-04'00"

BY:

STEPHEN DEES,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316

THIS IS NOT A SURVEY

 4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	DATE:	REVISION:		BY:
		06/13/2024	SPLIT LEGAL AND SKETCH DOCUMENT FOR 501 AND 5-806		GC
	OFFICE:	GC	DATE:	06/13/2024	JOB: CR-220 (5)
	CHECKED:	SD	DWG:	PARCEL 501	SHEET 1 OF 2

ATTACHMENT B