

Prepared by and return to:

Maggie Howell Travis, Esq.  
Driver, McAfee, Hawthorne & Diebenow, PLLC  
One Independent Drive, Suite 1200  
Jacksonville, Florida 32202

## **TERMINATION OF GRANT OF EASEMENT FOR PLACEMENT OF GROUNDWATER MONITORING WELLS**

This Termination of Grant of Easement for Placement of Groundwater Monitoring Wells (this “Termination”) is made and entered into as of the \_\_\_ day of August, 2024 (the “Effective Date”) by and between **PETERS CREEK INVESTMENTS, LLP**, a Florida limited liability partnership (“Grantor”), whose address is 1845 Town Center Boulevard, Suite 105, Fleming Island, Florida 32003, and **CLAY COUNTY**, a political subdivision of the State of Florida (“Grantee”), whose address is P.O. Box 1366, Green Cove Springs, Florida 32043. Grantor and Grantee are collectively referred to as the “Parties.”

### **RECITALS**

A. Wright’s Clay County Farms, Inc. (“Wright’s”) and Grantee entered into that certain Grant of Easement for Placement of Groundwater Monitoring Wells dated October 23, 1990 and recorded in Official Records Book 1366, Page 393 of the public records of Clay County, Florida (the “Easement”).

B. Grantor is the successor in interest to Wright’s and the current owner of the property described on Exhibit “A” to the Easement.

C. The Parties desire to terminate the Easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Termination of Easement. As of the Effective Date, Grantor and Grantee hereby terminate the Easement, and the Easement shall be null and void and of no further force and effect from and after the Effective Date. As a result of the termination of the Easement, no Party to the Easement shall have any further or continuing rights, obligations, or liability to any other Party in connection with the Easement. Grantee hereby terminates and abandons all right, title, and interest in and to the property described in the Easement and releases, remises, and quitclaims to Grantor all of the right, title, and interest of Grantee in and to the property described in the Easement.

3. Counterparts. This Termination may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument.

*[remainder of page intentionally left blank; signature page follows]*

**IN WITNESS WHEREOF**, Grantor and Grantee have executed this Termination of Grant of Easement for Placement of Groundwater Monitoring Wells as of the Effective Date.

Signed, sealed, and delivered  
in the presence of:

Witness #1:  
\_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Witness #2:  
\_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

**GRANTOR:**

**PETERS CREEK INVESTMENTS, LLP**, a  
Florida limited liability partnership

By: Developers Three, Inc., a Florida corporation,  
its Partner

By: \_\_\_\_\_

Name: Gerald R. Agresti

Title: President

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Gerald R. Agresti, as the President of Developers Three, Inc., a Florida corporation, the Partner of **PETERS CREEK INVESTMENTS, LLP**, a Florida limited liability partnership, on behalf of the limited liability partnership. Such person  is personally known to me or  has produced \_\_\_\_\_ as identification.

*{Notary Seal must be affixed}*

\_\_\_\_\_  
Signature of Notary Public

Print Name: \_\_\_\_\_

Notary Public, State and County aforesaid

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**[Grantor's signature pages continue on following pages]**

Signed, sealed, and delivered  
in the presence of:

Witness #1:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Witness #2:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

**GRANTOR:**

**PETERS CREEK INVESTMENTS, LLP**, a  
Florida limited liability partnership

By: The Paul E. and Ida Klare Reinhold Family  
Trust u/a dated 12/22/1965, its Partner

By: \_\_\_\_\_

Name: George M. Egan

Title: Managing Representative for the Trust's  
investment in Peters Creek Investments,  
LLP, and on behalf of the Trustees

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by George M. Egan, as the Managing Representative for the Trust's investment in Peters Creek Investments, LLP, and on behalf of the Trustees of The Paul E. and Ida Klare Reinhold Family Trust u/a dated 12/22/1965, the Partner of **PETERS CREEK INVESTMENTS, LLP**, a Florida limited liability partnership, on behalf of the limited liability partnership. Such person  is personally known to me or  has produced \_\_\_\_\_ as identification.

*{Notary Seal must be affixed}*

\_\_\_\_\_  
Signature of Notary Public

Print Name: \_\_\_\_\_

Notary Public, State and County aforesaid

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**[Grantor's signature pages continue on following page]**

Signed, sealed, and delivered  
in the presence of:

Witness #1:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Witness #2:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

**GRANTOR:**

**PETERS CREEK INVESTMENTS, LLP**, a  
Florida limited liability partnership

By: The Klare N. Reinhold Irrevocable Trust u/a  
dated 12/22/1967, its Partner

By: \_\_\_\_\_

Name: George M. Egan

Title: Managing Representative for the Trust's  
investment in Peters Creek Investments,  
LLP, and on behalf of the Trustees

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by George M. Egan, as the Managing Representative for the Trust's investment in Peters Creek Investments, LLP, and on behalf of the Trustees of The Klare N. Reinhold Irrevocable Trust u/a dated 12/22/1967, the Partner of **PETERS CREEK INVESTMENTS, LLP**, a Florida limited liability partnership, on behalf of the limited liability partnership. Such person  is personally known to me or  has produced \_\_\_\_\_ as identification.

*{Notary Seal must be affixed}*

\_\_\_\_\_  
Signature of Notary Public

Print Name: \_\_\_\_\_

Notary Public, State and County aforesaid

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**[end of Grantor's signature pages]**

**IN WITNESS WHEREOF**, Grantor and Grantee have executed this Termination of Grant of Easement for Placement of Groundwater Monitoring Wells as of the Effective Date.

Signed, sealed, and delivered  
in the presence of:

Witness #1:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Witness #2:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

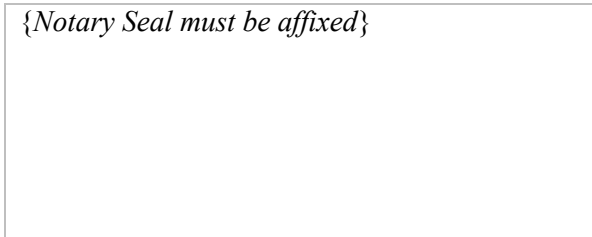
Tara S. Green  
Clay County Clerk of Court and Comptroller  
Ex Officio Clerk to the Board

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Jim Renninger, as the Chairman of the Board of County Commissioners of **CLAY COUNTY**, a political subdivision of the State of Florida, on behalf of the political subdivision. Such person  is personally known to me or  has produced \_\_\_\_\_ as identification.

*{Notary Seal must be affixed}*



**GRANTEE:**

**CLAY COUNTY**, a political subdivision of the  
State of Florida

By: Board of County Commissioners

By: \_\_\_\_\_

Name: Jim Renninger

Title: Chairman

\_\_\_\_\_  
Signature of Notary Public

Print Name: \_\_\_\_\_

Notary Public, State and County aforesaid

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_