

**CLAY COUNTY AGREEMENT/CONTRACT No. 2021/22 – 136 AM2**

**SECOND AMENDMENT TO DONATION AGREEMENT FOR FIRE STATION SITE  
Re: Peters Creek Investments, LLP**

This Second Amendment to Donation Agreement for Fire Station Site (the “Amendment”), is made and executed as of this \_\_\_\_\_ day of December, 2024, 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**, the County and PCI entered into the Donation Agreement for Fire Station Site (“the Agreement”) on March 22, 2022 for the purpose of establishing the terms and conditions applicable to the donation by PCI of 4 acres of land to Clay County for a Fire Station; and,

**WHEREAS**, on January 9, 2024, the County and PCI amended Paragraph 5.b. of the Agreement to extend the time for the establishment of the final boundary of the Fire Station Site from no later than December 31, 2022 to no later than December 31, 2024; and,

**WHEREAS**, PCI has provided the final boundary of the Fire Station Site and a signed and sealed survey in accordance with the Agreement, as amended; and,

**WHEREAS**, the County has prepared the warranty deed for execution by PCI and requested a revision to the restrictions set forth in Paragraph 2 of the Agreement as the adjacent property owned by PCI was originally designated for residential use but has since been designated for commercial use; and,

**WHEREAS**, PCI is amenable to revising the restrictions set forth in Paragraph 2 of the Agreement; and,

**WHEREAS**, the parties wish to enter into this amendment to effectuate the parties' agreement to revise the restrictions set forth in Paragraph 2 of the Agreement and the County's obligations set forth in Paragraph 4 of the 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 Amendment to the Agreement. When construing this Amendment, 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. **Amendment to the Agreement.** Clay County and PCI mutually agree to amend Paragraphs 2 and 4 of the Agreement as follows:

2. **Fire Station Site.** PCI is obligated to donate 4 acres as depicted on the Willow Springs North PUD Site Plan (the "Fire Station Site"). Permitted use of the Fire Station Site shall be a public fire and EMS station. The Fire Station Site shall be buffered along the common boundary of the adjacent commercial property with the County installing and maintaining a 6 foot opaque fence and providing a 20 foot landscape buffer meeting the standards required by the Land Development Code at the time of plan approval for the Fire Station but in no event less than a 20 foot Type "B" buffer.

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

4. **The County's Obligations.** County shall prepare the warranty deed for the Fire Station Site and obtain a title opinion, if required. The warranty deed shall include the limitations on use of the four acre Fire Station site by specifically referencing the Agreement and any amendments thereto and the right to amend the use limitations after the date specified in the Agreement.

3. **Limit of Amendment.** The revisions to Paragraphs 2 and 4 are the sole changes to the Agreement, as amended, contemplated by this Amendment. All other terms and conditions established in the Agreement and First Amendment shall remain in full force and effect.

4. **Effective Date.** This Second Amendment to the Agreement, as previously amended, shall become effective on the date approved by the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment as of the date and year first above written.

**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

**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

**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

**CLAY COUNTY, FLORIDA**

By: \_\_\_\_\_  
Betsy Condon, Its Chairman

Attest:

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