

CLAY COUNTY AGREEMENT/CONTRACT No. 2021/22 – 136 AM1

FIRST AMENDMENT TO DONATION AGREEMENT FOR FIRE STATION SITE

Re: Peters Creek Investments, LLP

This First Amendment to Donation Agreement for Fire Station Site (the “Amendment”), is made and executed as of this 9 day of January, 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 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, Paragraph 5.b. of the Agreement provides for the establishment of the final boundary of the Fire Station Site no later than December 31, 2022; and,

WHEREAS, Clay County is assessing its need for additional land adjacent to the Fire Station Site for public/civic use; and,

WHEREAS, the final boundary of the Fire Station Site is dependent on the completion of a determination as to whether additional land is desired by the County; and,

WHEREAS, the parties wish to extend the date for establishing the final boundary of the Fire Station Site to accommodate discussion of the need for additional public/civic use land.

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 Paragraph 5.b. of the Agreement as follows to extend the deadline for establishment of the final boundary for the Fire Station Site:

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

b. Donate the Fire Station Site as provided herein. PCI and the County shall finalize the boundary for the Fire Station Site no later than December 31, 2024 and PCI shall provide the signed and sealed survey within 90 days of said date. The County shall prepare and present the warranty deed to PCI within 120 days of submittal of the signed and sealed survey by PCI to the County. PCI shall execute the warranty deed prepared by the County consistent with this Agreement when presented for execution. The parties may upon mutual agreement extend the date for finalizing the boundary; such extension shall also extend the date for delivery of the signed and sealed survey by PCI to a date 90 days after finalization of the boundary.

3. **Limit of Amendment.** The extension of the deadline for establishment of the final boundary for the Fire Station Site is the sole change to the Agreement contemplated by this Amendment. All other terms and conditions established in the Agreement shall remain in full force and effect.

4. **Effective Date.** This First Amendment to the Agreement shall become effective on the date approved by the parties.

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

PETERS CREEK INVESTMENTS LLP
a Florida limited liability partnership

By: George M. Egan
George M. Egan (Jan 16, 2024 10:26 EST)
George M. Egan
Managing Representative

Date: Jan 16, 2024

CLAY COUNTY, FLORIDA

By: J.B. Renninger
J.B. Renninger (Jan 15, 2024 22:08 EST)
Jim Renninger, Its Chairman

Date: January 9, 2024

Attest:



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













2021-2022-136 AM1 PCI Fire Station Donation Agreement First Amendment BCC#23


Final Audit Report

2024-01-16


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-  Document created by Lisa Osha (Lisa.Osha@claycountygov.com)
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 Agreement completed.

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