# SHADOWLAWN <br> Community Development DISTRICT <br> May 18, 2023 <br> BOARD OF SUPERVISORS <br> SPECIAL MEETING <br> AGENDA 

# SHADOWLAWN COMMUNITY DEVELOPMENT DISTRICT 


LETTER

# Shadowlawn Community Development District OFFICE OF THE DISTRICT MANAGER <br> 2300 Glades Road, Suite 410W $\bullet$ Boca Raton, Florida 33431 <br> Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013 

May 11, 2023

## ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.
Board of Supervisors
Shadowlawn Community Development District
Dear Board Members:
The Board of Supervisors of the Shadowlawn Community Development District will hold a Special Meeting on May 18, 2023 at 4:00 p.m., at Reinhold Corporation, 1845 Town Center Blvd, Suite 105, Fleming Island, Florida 32003. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Cathedral Oak Parkway Right-of-Way and Stormwater \& Drainage Easements from Cathedral Oak LLC
4. Consideration of Conveyance of Cathedral Oak Parkway Right-of-Way and Stormwater \& Drainage Easements to Clay County
5. Consideration of Amendment to Impact Fee Agreement
6. Consideration of Agreement to Acquire Wetland Mitigation Credits from Greenscreek Mitigation Bank
7. Consideration of Any Other Matters Relating to Cathedral Oak Parkway
8. Staff Reports
A. District Counsel: Kutak Rock LLP
B. District Engineer: England-Thims \& Miller, Inc.
C. District Manager: Wrathell, Hunt and Associates, LLC

- NEXT MEETING DATE: June 23, 2023 at 11:00 AM [Adoption of Fiscal Year 2024 Budget]
- QUORUM CHECK

| SEAT 1 | GEORGE M. EgAN | $\square$ In PERSON | $\square$ Phone | $\square$ No |
| :--- | :--- | :--- | :--- | :--- |
| SEAT 2 | JACOB F. BRYAN, V | $\square$ In PERSON | $\square$ PHONE | $\square$ No |
| SEAT 3 | P. COOPER MURPHY | $\square$ In PERSON | $\square$ PHONE | $\square$ No |
| SEAT 4 | F. PETER WILLIAMS | $\square$ In PERSON | $\square$ PHONE | $\square$ No |
| SEAT 5 | ANN BRYAN | $\square$ In PERSON | $\square$ PHONE | $\square$ No |

Board of Supervisors
Shadowlawn Community Development District
May 18, 2023, Special Meeting Agenda
Page 2
9. Board Members' Comments/Requests
10. Public Comments
11. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 7198675 or Ernesto Torres at (904) 295-5714.

Sincerely,

## FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE CALL-IN NUMBER: 1-888-354-0094 PARTICIPANT PASSCODE: 4135535047

# SHADOWLAWN COMMUNITY DEVELOPMENT DISTRICT 

## AGREEMENT FOR PERMANENT EASEMENT FOR DRAINAGE

This Agreement for Permanent Easement for Drainage made this $\qquad$ day of May, 2023, by and between Cathedral Oak, LLC, a Florida limited liability company, whose address is 1845 Town Center Boulevard, Suite 105, Fleming Island, Florida 32003 ("Grantor"), and Shadowlawn Community Development District, a local unit of special-purpose government organized and existing under the laws of the State of Florida, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("Grantee").

IN CONSIDERATION of the sum of one dollar (\$1.00) in hand paid by Grantee to Grantor, the receipt of which is hereby acknowledged by Grantor and all objections to the sufficiency and adequacy of which are hereby waived by Grantor, Grantor does hereby grant, convey, assign, remise, release, and quitclaim unto Grantee a permanent easement (the "Easement") over those certain sixteen (16) drainage easement parcels (each a "Drainage Parcel") as described in attached Exhibit A attached hereto and incorporated herewith (the "Easement Area") for the purposes of drainage upon, over, under, and across the Easement Area. The Easement is subject to covenants, restrictions, easements and other matters of record, any matter that would be disclosed by an accurate and complete survey of the Easement Area, and taxes and assessments for 2023 and subsequent years; provided, however, this reference shall not serve to reimpose the same.

The Easement is perpetual in duration and is exclusive to Grantee, except as specifically set forth herein.

1. Grant of Easement. Grantee shall have the right at any and all reasonable times to enter upon the Easement Area for the purposes of constructing, draining, retaining, detaining, conveying, or installing in or under the ground within the Easement Area, 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 open ditches, underground pipes or culverts, swales, inlets, stormdrains, ponds, filtration systems, structures, water level control equipment, and the like (collectively, "Drainage Improvements"), at Grantee's sole discretion without liability to Grantor.
2. Grantee's Use of Drainage Improvements.
a. Until such time as Grantor or a Grantor Affiliate (as defined below) commences
use of the Joint Use Ponds (as defined below), (i) Grantee shall have exclusive use and control of the Easement Area and shall maintain any Drainage Improvements which it may have constructed or installed within the Easement Area in a reasonable condition and in accordance with applicable federal, state, local, administrative, regulatory, safety, and environmental laws and (ii) Grantee shall have the right to store and treat stormwater within the Easement Area to its permitted capacity, from the adjacent road and ancillary improvements owned by Grantee as set on that certain Plat of Cathedral Oak Parkway Phase recorded in Plat Book $\qquad$ , Page $\qquad$ .
b. If Grantee causes any damage to the Easement Area, Grantee, at its sole cost and expense, shall fully repair and restore the Easement Area to approximately the same condition as existed prior to such damage. To the extent any construction lien is recorded against the Easement Area or against any of Grantor's parent parcels within which the Easement Area is located, in connection with Grantee's construction or maintenance of the Drainage Improvements described in this Easement Agreement, Grantee shall discharge or bond off the same within twenty (20) days of notice of such lien.
3. Relocation. Grantor, for itself and its successors and assigns, reserves the right, at Grantor's sole cost and expense, from time to time to relocate the Drainage Parcels or the Drainage Facilities located therein so long as such relocation provides to Grantee (and its successors and assigns) substantially the same benefits and use provided by the initial easement area.

## 4. Joint Use Ponds.

a. Grantor or any Grantor Affiliate shall have the right to elect to connect to, use alter or expand the size and capacity of any Drainage Improvements located within the bounds of any one or more of the Drainage Parcels within the Easement Area. If Grantor or a Grantor Affiliate makes such election, all such joint use stormwater ponds, drainage easements and related Drainage Improvements ("Joint Use Ponds") shall be designed and constructed at Grantor's or at Grantor Affiliate's (as the case may be) sole effort, cost and expense, shall meet and not interfere with the operational and maintenance needs of Grantee, shall not infringe upon or interfere with Grantee's permitted capacity for future use, and shall be processed with Grantee in accordance with applicable laws, codes, rules, regulations and permits. All such Joint Use Ponds shall thereafter be operated, maintained, improved and repaired at Grantor's or at Grantor Affiliate's (as the case may be) sole effort, cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with applicable federal, state, local, administrative, regulatory, safety, and environmental laws. Grantor's or Grantor Affiliate's obligations concerning Joint Use Ponds specifically do not preempt Grantee's rights with regard to any such Joint Use Ponds. As used herein "Grantor Affiliate" means any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Grantor. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.
b. For the avoidance of doubt, Grantee shall remain obligated to maintain any Drainage Parcels that Grantor or a Grantor Affiliate does not connect to, use, alter or expand the size (thereby creating a Joint Use Pond) and such maintenance shall be performed accordance with applicable federal, state, local, administrative, regulatory, safety, and environmental laws.
c. If Grantor or a Grantor Affiliate elects to connect to, use, alter or expand the size and capacity of any one or more of the Drainage Parcels thereby creating one or more Joint Use Ponds, the parties shall execute and record an amendment to this Easement clarifying which Drainage Parcel constitutes a Joint Use Pond.
d. Grantee, it successors and assigns shall not be liable nor responsible for the creation, operation, failure, or destruction of any of the Drainage Improvements which may be constructed or installed by Grantor, Grantor's Affiliate or any other person within the Easement Area, but shall have the right to modify the existence of the Drainage Improvements and any Joint Use Ponds to effect adequate drainage including, but not limited to, the right to remove any Drainage Improvements or any part thereof.
5. Insurance. From and after Grantor's or Grantor Affiliate's commencement of any activity on the Joint Use Ponds (the "Constructing Party") and continuously thereafter until such work is completed, the Constructing Party, or its construction contractor, shall procure and maintain a commercial general liability insurance policy, specifically naming Grantee as an additional insured (evidenced by an appropriate written endorsement) and insuring Grantee and the Constructing Party against any and all claims for injury or damage to persons and property, and for the loss of life or property, that may occur (directly or indirectly) as a result of the Constructing Party's performance of, or failure to perform, any activity on the Joint Use Ponds. Such insurance shall be carried in a minimum amount of not less than One Million Dollars ( $\$ 1,000,000.00$ ) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than One Million Dollars ( $\$ 1,000,000.00$ ) for property damage, or a combined coverage of not less than Two Million Dollars ( $\$ 2,000,000.00$ ). Nothing herein shall be deemed or otherwise interpreted as waiving Grantee's sovereign immunity protections or as increasing the limits of liability set forth in section 768.28, Florida Statutes.

## 6. Indemnification.

a. Grantor, as owner of the lands described herein, shall indemnify Grantee and save it harmless from any suits, action, damages, and liability and expense (including reasonable attorneys' fees) in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of any occurrences in, upon, at or from any Joint Use Ponds described above or any Drainage Improvements located within such Joint Use Ponds, occasioned wholly or in part by any act of omission of Grantor, its agents, contractors, employees, servants, licensees or concessionaires. This indemnification shall run with the land and the assigns of Grantor and shall be subject to it. The indemnification requirements set forth in this section specifically do not encompass indemnifying Grantee for its (or its contractor's) negligence, intentional or wrongful acts, omissions, or breach of contract.
b. Grantee shall indemnify Grantor and save it harmless from any suits, action, damages, and liability and expense (including reasonable attorneys' fees) in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of any occurrences in, upon, at or from the Easement Area or any Drainage Improvements located therein, occasioned wholly or in part by any act of omission of Grantee, its agents, contractors, employees, servants, licensees or concessionaires. The indemnification requirements set forth in this section specifically do not encompass indemnifying Grantor for its (or its contractor's) negligence, intentional or wrongful acts, omissions, or breach of contract. Grantee's obligations in Section 6(b) hereunder shall be limited up to the maximum limits of Grantee's liability in tort pursuant to s. 768.28, Florida Statutes, or any successor statute thereto.
7. Release. 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 Grantee, for, any claims for compensation, arising out of Grantor's conveyance of the Permanent Easement to 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 damages arising from any eminent domain or condemnation claim; provided, such release shall not release Grantee from any damages caused by the negligence or intentional wrongdoing of Grantee.
8. Assignment. Grantor agrees that Grantee may, by a written assignment agreement that is recorded in the public records of Clay County, Florida, assign its rights and obligations under this Easement to Clay County (the "County"), in which case Grantor agrees to consent in writing to such assignment. In the event of such assignment, (a) nothing herein shall be deemed or otherwise interpreted as waiving the County's sovereign immunity protections or as increasing the limits of liability set forth in section 768.28, Florida Statutes and (b) the County's obligations in Section 6(b) hereunder shall be limited up to the maximum limits of the County's liability in tort pursuant to s. 768.28, Florida Statutes, or any successor statute thereto.
9. Miscellaneous. The Easement granted hereby, and the covenants contained herein, are binding upon Grantor and Grantor's heirs, successors and assigns and shall run with the Easement Area. This Easement Agreement shall be governed in all respect by the laws of the State of Florida. The parties waive the right to trial by jury of any dispute concerning the interpretation, validity, performance, or breach of the Easement Agreement, including, without limitation, associated damage claims. The failure of any party to insist on the strict performance or compliance with any term or provision of this Easement Agreement on one or more occasions shall not constitute a waiver or relinquishment of the rights provided in this Easement and all such terms and provisions shall remain in full force and effect unless specifically waived or relinquished in writing. A modification or waiver of any of the provisions of the Easement Agreement shall be effective only if made in writing and executed with the same formality as the Easement Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed as of the day and year first above written.

Signed, sealed, and delivered in the presence of:
$\qquad$
Print Name: $\qquad$

## GRANTOR:

CATHEDRAL OAK, LLC, a Florida limited liability company

By: $\qquad$
Name: George M. Egan
Title: President

Print Name: $\qquad$

## STATE OF

$\qquad$

## COUNTY OF

$\qquad$
The foregoing instrument was acknowledged before me by means of $\square$ physical presence or online notarization, this $\qquad$ day of $\qquad$ 2023, by George M. Egan, as President of CATHEDRAL OAK, LLC, a Florida limited liability company, on behalf of the company, who is $\square$ personally known to me or $\square$ produced $\qquad$ as identification.

## Signature

Print Name: $\qquad$
Notary Public, State and County aforesaid
Commission No.:
My Commission Expires: $\qquad$

Signed, sealed, and delivered in the presence of:

Print Name: $\qquad$
$\qquad$
Print Name: $\qquad$

## GRANTEE:

## SHADOWLAWN COMMUNITY DEVELOPMENT DISTRICT,

a local unit of special-purpose government organized and existing under the laws of the State of Florida

By: $\qquad$
Name: $\qquad$
Title: $\qquad$

## STATE OF

$\qquad$

## COUNTY OF

$\qquad$
The foregoing instrument was acknowledged before me by means of $\square$ physical presence or $\square$ online notarization, this day of $\qquad$ , 2023, by, as of SHADOWLAWN COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the laws of the State of Florida, on behalf of the unit, who ispersonally known to me orproduced $\qquad$ as identification.

Signature
Print Name:
Notary Public, State and County aforesaid Commission No.:
My Commission Expires: $\qquad$

## EXHIBIT A

## Easement Area

## Drainage Easement 1

A portion of Lots 7 and 8, Block 3, as depicted on Part "A" Of The Florida Farms And Industries Company's Property, recorded in Plat Book 2, pages 27 through 29, of the Public records of Clay County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Northerly line of Section 33, Township 5 South, Range 25 East, said county, with the Westerly right of way line of County Road No. 218, a 100 foot right of way as presently established; thence South $00^{\circ} 06^{\prime} 42^{\prime \prime}$ East, along said Westerly right of way line, 2624.25 feet; thence South $89^{\circ} 45^{\prime} 58^{\prime \prime}$ West, departing said Westerly right of way line, 1608.04 feet; thence Due North, 60.00 feet to the Point of Beginning.

From said Point of Beginning, thence South $89^{\circ} 45^{\prime} 58^{\prime \prime}$ West, 168.77 feet; thence North $00^{\circ} 14^{\prime} 02^{\prime \prime}$ West, 1.63 feet; thence North $89^{\circ} 41^{\prime} 25^{\prime \prime}$ West, 15.38 feet to the point of curvature of a curve concave Northeasterly having a radius of 50.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $71^{\circ} 21^{\prime} 42^{\prime \prime}$, an arc length of 62.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $54^{\circ} 00^{\prime} 35^{\prime \prime}$ West, 58.33 feet; thence North $18^{\circ} 19^{\prime} 44^{\prime \prime}$ West, 70.26 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $51^{\circ} 25^{\prime} 36^{\prime \prime}$, an arc length of 44.88 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $44^{\circ} 02^{\prime} 32^{\prime \prime}$ West, 43.39 feet; thence North $69^{\circ} 45^{\prime} 19^{\prime \prime}$ West, 162.99 feet to the point of curvature of a curve concave Southerly having a radius of 50.00 feet; thence Westerly along the arc of said curve, through a central angle of $47^{\circ} 22^{\prime} 03^{\prime \prime}$, an arc length of 41.34 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $86^{\circ} 33^{\prime} 39^{\prime \prime}$ West, 40.17 feet; thence South $62^{\circ} 52^{\prime} 37^{\prime \prime}$ West, 46.33 feet to the point of curvature of a curve concave Northerly having a radius of 50.00 feet; thence Westerly along the arc of said curve, through a central angle of $52^{\circ} 29^{\prime} 45^{\prime \prime}$, an arc length of 45.81 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $89^{\circ} 07^{\prime} 30^{\prime \prime}$ West, 44.23 feet; thence North $64^{\circ} 37^{\prime} 38^{\prime \prime}$ West, 97.04 feet to the point of curvature of a curve concave Northeasterly having a radius of 50.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $66^{\circ} 01^{\prime} 17^{\prime \prime}$, an arc length of 57.61 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $31^{\circ} 36^{\prime} 59^{\prime \prime}$ West, 54.48 feet; thence North $33^{\circ} 15^{\prime} 16^{\prime \prime}$ West, along a non-tangent line, 121.19 feet; thence North $56^{\circ} 44^{\prime} 19^{\prime \prime}$ East, 30.71 feet; thence North $33^{\circ} 15^{\prime} 16^{\prime \prime}$ West, 150.90 feet; thence North $45^{\circ} 37^{\prime} 18^{\prime \prime}$ West, 61.47 feet to the point of curvature of a curve concave Southerly having a radius of 67.50 feet; thence Westerly along the arc of said curve, through a central angle of $47^{\circ} 47^{\prime} 47^{\prime \prime}$, an arc length of 56.31 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $69^{\circ} 31^{\prime} 12^{\prime \prime}$ West, 54.69 feet; thence South $86^{\circ} 34^{\prime} 55^{\prime \prime}$ West, 101.19 feet; thence North $03^{\circ} 25^{\prime} 05^{\prime \prime}$ West, 25.00 feet; thence North $86^{\circ} 34^{\prime} 55^{\prime \prime}$ East, 101.19 feet to the point of curvature of a curve concave Southerly having a radius of 92.50 feet; thence Easterly along the arc of said curve, through a central angle of $30^{\circ} 36^{\prime} 54^{\prime \prime}$, an arc length of 49.43 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $78^{\circ} 06^{\prime} 38^{\prime \prime}$ East, 48.84 feet; thence South $18^{\circ} 40^{\prime} 00^{\prime \prime}$ West, along a non-tangent line, 1.94 feet; thence North $89^{\circ} 44^{\prime} 46^{\prime \prime}$ East, 3.98 feet to a point on a nontangent curve concave Southwesterly having a radius of 92.50 feet; thence Southeasterly along the arc of said curve, through a central angle of $14^{\circ} 48^{\prime} 51^{\prime \prime}$, an arc length of 23.92 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $53^{\circ} 01{ }^{\prime} 44^{\prime \prime}$ East, 23.85 feet; thence South $45^{\circ} 37^{\prime} 18^{\prime \prime}$ East, 64.18 feet; thence South $33^{\circ} 15^{\prime} 16^{\prime \prime}$ East, 155.01 feet; thence North
$56^{\circ} 44^{\prime} 19^{\prime \prime}$ East, 28.22 feet; thence South $54^{\circ} 34^{\prime} 34^{\prime \prime}$ East, 44.98 feet; thence South $19^{\circ} 57^{\prime} 12^{\prime \prime}$ East, 34.13 feet; thence South $11^{\circ} 27^{\prime} 45^{\prime \prime}$ East, 31.94 feet; thence North $67^{\circ} 24^{\prime} 57^{\prime \prime}$ East, 47.88 feet to the point of curvature of a curve concave Southerly having a radius of 50.00 feet; thence Easterly along the arc of said curve, through a central angle of $32^{\circ} 08^{\prime} 18^{\prime \prime}$, an arc length of 28.05 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $83^{\circ} 29^{\prime} 06^{\prime \prime}$ East, 27.68 feet; thence South $80^{\circ} 26^{\prime} 45^{\prime \prime}$ East, 322.99 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $32^{\circ} 37^{\prime} 58^{\prime \prime}$, an arc length of 28.48 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $64^{\circ} 07^{\prime} 46^{\prime \prime}$ East, 28.09 feet; thence South $47^{\circ} 48^{\prime} 47^{\prime \prime}$ East, 130.33 feet to the point of curvature of a curve concave Northerly having a radius of 30.00 feet; thence Easterly along the arc of said curve, through a central angle of $41^{\circ} 50^{\prime} 59^{\prime \prime}$, an arc length of 21.91 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $68^{\circ} 44^{\prime} 16^{\prime \prime}$ East, 21.43 feet; thence South $89^{\circ} 39^{\prime} 46^{\prime \prime}$ East, 37.44 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $89^{\circ} 39^{\prime} 46^{\prime \prime}$, an arc length of 78.25 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $44^{\circ} 49^{\prime} 53$ " East, 70.50 feet; thence Due South, 120.24 feet to the Point of Beginning.

Containing 2.94 acres, more or less.
SHEET 1 OF 3
GENERAL NOTES:

1) THIS IS NOT A SURVEY.
2) BEARINGS BASED ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD No. 218 AS BEING SOUTH 00'06'42" EAST.
THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS
USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS
DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE
SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

## Survaчing \& Mapping, Inc

 VISION - EXPERIENCE - RESULTS14775 Old St. Augustine Road, Jacksonville, FL. 32258
el: (904) 642-8550 Fax: (904) 642-4165 Certificate of Authorization No.: LB 3624

SCALE: $1^{\prime \prime=}=400^{\prime}$ DATE: FEBRUARY 23, 2023

A PORTION OF LOTS 7 \& 8, BLOCK 3, AS DEPICTED ON PART "A" OF THE FLORIDA FARMS AND INDUSTRIES COMPANY'S PROPERTY, RECORDED IN PLAT BOOK 2, PAGES 27 THROUGH 29, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.


ORDER NO:: 22-474.00 FILE NO.:129C-25.00C DRAWN BY: JMB CAD FILE: II \Survey \RMAproj\Cathedral Oak Parkway\Sketches \orainage Easement 1 REV 1.dwg

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A PORTION OF LOTS 7 & 8, BLOCK 3, AS DEPICTED ON PART "A"
    OF THE FLORIDA FARMS AND INDUSTRIES COMPANY'S PROPERTY,
    RECORDED IN PLAT BOOK 2, PAGES 27 THROUGH 29, OF THE
                    PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.
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TEBO ROAD (60'R/W)


## Drainage Easement 2

A portion of Lots 7 and 8, Block 2, as depicted on Part "A" of the Florida Farms and Industries Company's Property, recorded in Plat Book 2, pages 27 through 29, of the Public Records of Clay County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Northerly line of Section 33, Township 5 South, Range 25 East, of said county, with the Easterly right of way line of County Road No. 218, a 100 foot right of way as presently established; thence South $00^{\circ} 06^{\prime} 42^{\prime \prime}$ East, along said Easterly right of way line, 2622.12 feet; thence North $89^{\circ} 45^{\prime} 58^{\prime \prime}$ East, departing said Easterly right of way line, 425.39 feet; thence North $00^{\circ} 00^{\prime} 13^{\prime \prime}$ East, 77.50 feet to the Point of Beginning.

From said Point of Beginning, thence continue North $00^{\circ} 00^{\prime} 13^{\prime \prime}$ East, 145.08 feet to a point on a nontangent curve concave Northeasterly having a radius of 50.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $71^{\circ} 02^{\prime} 58^{\prime \prime}$, an arc length of 62.00 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $35^{\circ} 49^{\prime} 38^{\prime \prime}$ West, 58.11 feet; thence North $00^{\circ} 18^{\prime} 09^{\prime \prime}$ West, 332.22 feet; thence South $89^{\circ} 53^{\prime} 18^{\prime \prime}$ West, 375.77 feet to a point on a non-tangent curve concave Easterly having a radius of 3438.00 feet; thence Northerly along the arc of said curve, through a central angle of $00^{\circ} 49^{\prime} 02^{\prime \prime}$, an arc length of 49.03 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $02^{\circ} 06^{\prime} 42^{\prime \prime}$ West, 49.03 feet; thence North $89^{\circ} 53^{\prime} 18^{\prime \prime}$ East, along a non-tangent line, 378.72 feet to a point on a non-tangent curve concave Southeasterly having a radius of 50.00 feet; thence Northeasterly along the arc of said curve, through a central angle of $99^{\circ} 33^{\prime} 54^{\prime \prime}$, an arc length of 86.89 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $63^{\circ} 04^{\prime} 45^{\prime \prime}$ East, 76.36 feet; thence South $67^{\circ} 08^{\prime} 18^{\prime \prime}$ East, 101.58 feet; thence North $52^{\circ} 54^{\prime} 30^{\prime \prime}$ East, 201.35 feet; thence South $40^{\circ} 14^{\prime} 12^{\prime \prime}$ East, 25.04 feet; thence South $52^{\circ} 54^{\prime} 30^{\prime \prime}$ West, 204.15 feet; thence South $09^{\circ} 52^{\prime} 06^{\prime \prime}$ East, 165.34 feet to the point of curvature of a curve concave Westerly having a radius of 50.00 feet; thence Southerly along the arc of said curve, through a central angle of $25^{\circ} 33^{\prime} 33^{\prime \prime}$, an arc length of 22.30 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $02^{\circ} 54^{\prime} 40^{\prime \prime}$ West, 22.12 feet; thence South $15^{\circ} 41^{\prime} 27^{\prime \prime}$ West, 190.91 feet to the point of curvature of a curve concave Northwesterly having a radius of 50.00 feet; thence Southwesterly along the arc of said curve, through a central angle of $74^{\circ} 18^{\prime} 33^{\prime \prime}$, an arc length of 64.85 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $52^{\circ} 50^{\prime} 43^{\prime \prime}$ West, 60.40 feet; thence Due West, 38.44 feet; thence South $00^{\circ} 00^{\prime} 13^{\prime \prime}$ West, 142.33 feet; thence South $89^{\circ} 45^{\prime} 58^{\prime \prime}$ West, 30.00 feet to the Point of Beginning.

Containing 2.48 acres, more or less.



ORDER NO:: 22-474.00 FILE NO.:129C-25.00D DRAWN BY: ADC CAD FLLE: I: \Survey\RMAproj|Cathedral Oak Parkway\Sketches \Orainage Easement 2.dwg

## Drainage Easement 3

A portion of Lots 8 and 9, Block 2, as depicted on Part "A" of the Florida Farms and Industries Company's Property, recorded in Plat Book 2, pages 27 through 29, of the Public Records of Clay County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Northerly line of Section 33, Township 5 South, Range 25 East, of said county, with the Easterly right of way line of County Road No. 218, a 100 foot right of way as presently established; thence South $00^{\circ} 06^{\prime} 42^{\prime \prime}$ East, along said Easterly right of way line, 2622.12 feet; thence North $89^{\circ} 45^{\prime} 58^{\prime \prime}$ East, departing said Easterly right of way line, 543.29 feet; thence North $00^{\circ} 14^{\prime} 02^{\prime \prime}$ West, 77.50 feet to the Point of Beginning.

From said Point of Beginning, thence continue North $00^{\circ} 14^{\prime} 02^{\prime \prime}$ West, 50.00 feet; thence North $89^{\circ} 45^{\prime} 58^{\prime \prime}$ East, 600.55 feet to the point of curvature of a curve concave Southerly having a radius of 2208.00 feet; thence Easterly along the arc of said curve, through a central angle of $06^{\circ} 30^{\prime} 38^{\prime \prime}$, an arc length of 250.90 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $86^{\circ} 58^{\prime} 43^{\prime \prime}$ East, 250.76 feet; thence South $06^{\circ} 16^{\prime} 36^{\prime \prime}$ West, along a non-tangent line, 50.00 feet to a point on a non-tangent curve concave Southerly having a radius of 2158.00 feet; thence Westerly along the arc of said curve, through a central angle of $06^{\circ} 30^{\prime} 38^{\prime \prime}$, an arc length of 245.22 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $86^{\circ} 58^{\prime} 43$ " West, 245.08 feet; thence South $89^{\circ} 45^{\prime} 58^{\prime \prime}$ West, 600.55 feet to the Point of Beginning.

Containing 0.97 acres, more or less.



## Drainage Easement 4

A portion of Lot 7, Block 9, as depicted on Part "A" of the Florida Farms and Industries Company's Property, recorded in Plat Book 2, pages 27 through 29, of the Public Records of Clay County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Northerly line of Section 33, Township 5 South, Range 25 East, of said county, with the Easterly right of way line of County Road No. 218, a 100 foot right of way as presently established; thence South $00^{\circ} 06^{\prime} 42^{\prime \prime}$ East, along said Easterly right of way line, 2899.19 feet to the Point of Beginning.

From said Point of Beginning, thence Northeasterly departing said Easterly right of way line and along the arc of a curve concave Southeasterly having a radius of 200.00 feet, through a central angle of $89^{\circ} 52^{\prime} 41^{\prime \prime}$, an arc length of 313.73 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $44^{\circ} 49^{\prime} 38^{\prime \prime}$ East, 282.54 feet; thence North $89^{\circ} 45^{\prime} 58^{\prime \prime}$ East, 660.21 feet; thence South $00^{\circ} 14^{\prime} 02$ " East, 45.00 feet; thence South $89^{\circ} 45^{\prime} 58^{\prime \prime}$ West, 510.62 feet to the point of curvature of a curve concave Southeasterly having a radius of 350.00 feet; thence Southwesterly along the arc of said curve, through a central angle of $89^{\circ} 52^{\prime} 41^{\prime \prime}$, an arc length of 549.03 feet to a point lying on said Easterly right of way line of County Road No. 218, said arc being subtended by a chord bearing and distance of South $44^{\circ} 49^{\prime} 38^{\prime \prime}$ West, 494.45 feet; thence North $00^{\circ} 06^{\prime} 42^{\prime \prime}$ West, along said Easterly right of way line and along a non-tangent line, 194.68 feet to the Point of Beginning.

Containing 1.29 acres, more or less.


## Drainage Easement 5

A portion of Lots 7, 9 and 10, Block 2, and a portion of Tebo Road, a 60 foot right of way, all as depicted on Part "A" of the Florida Farms and Industries Company's Property, recorded in Plat Book 2, pages 27 through 29, of the Public Records of Clay County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Northerly line of Section 33, Township 5 South, Range 25 East, of said county, with the Easterly right of way line of County Road No. 218, a 100 foot right of way as presently established; thence South $00^{\circ} 06^{\prime} 42^{\prime \prime}$ East, along said Easterly right of way line, 2622.12 feet; thence North $89^{\circ} 45^{\prime} 58^{\prime \prime}$ East, departing said Easterly right of way line, 1143.84 feet to the point of curvature of a curve concave Southerly having a radius of 2080.50 feet; thence Easterly along the arc of said curve, through a central angle of $06^{\circ} 30^{\prime} 38^{\prime \prime}$, an arc length of 236.41 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $86^{\circ} 58^{\prime} 43^{\prime \prime}$ East, 236.28 feet; thence North $06^{\circ} 16^{\prime} 36^{\prime \prime}$ East, along a non-tangent line, 77.50 feet to the Point of Beginning.

From said Point of Beginning, thence continue North $06^{\circ} 16^{\prime} 36^{\prime \prime}$ East, 95.25 feet; thence North $39^{\circ} 43^{\prime} 12^{\prime \prime}$ West, 66.17 feet to the point of curvature of a curve concave Northeasterly having a radius of 100.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $21^{\circ} 04^{\prime} 05^{\prime \prime}$, an arc length of 36.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $29^{\circ} 11^{\prime} 09^{\prime \prime}$ West, 36.56 feet; thence North $18^{\circ} 39^{\prime} 07^{\prime \prime}$ West, 97.70 feet to the point of curvature of a curve concave Southwesterly having a radius of 100.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $10^{\circ} 30^{\prime} 29^{\prime \prime}$, an arc length of 18.34 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $23^{\circ} 54^{\prime} 21^{\prime \prime}$ West, 18.31 feet; thence North $29^{\circ} 09^{\prime} 36^{\prime \prime}$ West, 95.73 feet to the point of curvature of a curve concave Easterly having a radius of 100.00 feet; thence Northerly along the arc of said curve, through a central angle of $41^{\circ} 37^{\prime} 03^{\prime \prime}$, an arc length of 72.64 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $08^{\circ} 21^{\prime} 04^{\prime \prime}$ West, 71.05 feet; thence North $12^{\circ} 27^{\prime} 28^{\prime \prime}$ East, 168.33 feet to the point of curvature of a curve concave Southeasterly having a radius of 50.00 feet; thence Northeasterly along the arc of said curve, through a central angle of $25^{\circ} 05^{\prime} 22^{\prime \prime}$, an arc length of 21.89 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $25^{\circ} 00^{\prime} 09^{\prime \prime}$ East, 21.72 feet; thence North $52^{\circ} 27^{\prime} 10^{\prime \prime}$ West, along a nontangent line, 92.34 feet; thence North $10^{\circ} 10^{\prime} 34^{\prime \prime}$ West, 27.19 feet; thence North $62^{\circ} 45^{\prime} 10^{\prime \prime}$ West, 110.53 feet; thence North $25^{\circ} 36^{\prime} 17^{\prime \prime}$ East, 25.01 feet; thence South $62^{\circ} 45^{\prime} 10^{\prime \prime}$ East, 92.12 feet; thence North $61^{\circ} 48^{\prime} 44$ " East, 1.59 feet to a point lying on the Southwesterly line of Parcel "B", as described and recorded in Official Records Book 488, page 362, of said Public Records; thence South $62^{\circ} 45^{\prime} 10^{\prime \prime}$ East, along said Southwesterly line, 198.80 feet; thence South $28^{\circ} 03^{\prime} 11^{\prime \prime}$ West, departing said Southwesterly line, 22.73 feet; thence South $64^{\circ} 13^{\prime} 49^{\prime \prime}$ East, 376.67 feet to the point of curvature of a curve concave Westerly having a radius of 50.00 feet; thence Southerly along the arc of said curve, through a central angle of $85^{\circ} 26^{\prime} 32^{\prime \prime}$, an arc length of 74.56 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $21^{\circ} 30^{\prime} 33^{\prime \prime}$ East, 67.84 feet; thence South $21^{\circ} 12^{\prime} 43^{\prime \prime}$ West, 460.60 feet to a point on a non-tangent curve concave Southerly having a radius of 2158.00 feet; thence Westerly along the arc of said curve, through a central angle of $04^{\circ} 52^{\prime} 34^{\prime \prime}$, an arc length of 183.65 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of North $81^{\circ} 17^{\prime} 07^{\prime \prime}$ West, 183.59 feet.

Containing 5.08 acres, more or less.



## Drainage Easement 6

A portion of Lot 5, Block 10, as depicted on Part "A" of the Florida Farms and Industries Company's Property, recorded in Plat Book 2, pages 27 through 29, of the Public Records of Clay County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Northerly line of Section 33, Township 5 South, Range 25 East, of said county, with the Easterly right of way line of County Road No. 218, a 100 foot right of way as presently established; thence South $00^{\circ} 06^{\prime} 42^{\prime \prime}$ East, along said Easterly right of way line, 2622.12 feet; thence North $89^{\circ} 45^{\prime} 58^{\prime \prime}$ East, departing said Easterly right of way line, 1143.84 feet to the point of curvature of a curve concave Southerly having a radius of 2080.50 feet; thence Easterly along the arc of said curve, through a central angle of $25^{\circ} 08^{\prime} 14^{\prime \prime}$, an arc length of 912.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $77^{\circ} 39^{\prime} 55^{\prime \prime}$ East, 905.47 feet; thence South $65^{\circ} 05^{\prime} 47^{\prime \prime}$ East, 695.20 feet to the point of curvature of a curve concave Northerly having a radius of 2085.50 feet; thence Easterly along the arc of said curve, through a central angle of $47^{\circ} 14^{\prime} 35^{\prime \prime}$, an arc length of 1719.59 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $88^{\circ} 43^{\prime} 05^{\prime \prime}$ East, 1671.29 feet; thence North $22^{\circ} 20^{\prime} 22^{\prime \prime}$ West, along a non-tangent line, 77.50 feet to the Point of Beginning.

From said Point of Beginning, thence continue North $22^{\circ} 20^{\prime} 22^{\prime \prime}$ West, 24.70 feet to a point on a nontangent curve concave Northeasterly having a radius of 50.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $103^{\circ} 47^{\prime} 07^{\prime \prime}$, an arc length of 90.57 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $60^{\circ} 37^{\prime} 07^{\prime \prime}$ West, 78.69 feet; thence North $08^{\circ} 43^{\prime} 33^{\prime \prime}$ " West, 48.51 feet to the point of curvature of a curve concave Southeasterly having a radius of 50.00 feet; thence Northeasterly along the arc of said curve, through a central angle of $71^{\circ} 30^{\prime} 19^{\prime \prime}$, an arc length of 62.40 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $27^{\circ} 01^{\prime} 36^{\prime \prime}$ East, 58.43 feet; thence North $62^{\circ} 46^{\prime} 46^{\prime \prime}$ East, 16.53 feet; thence North $25^{\circ} 57^{\prime} 16^{\prime \prime}$ West, 177.46 feet; thence North $60^{\circ} 18^{\prime} 22^{\prime \prime}$ East, 25.05 feet; thence South $25^{\circ} 57^{\prime} 16^{\prime \prime}$ East, 178.54 feet; thence North $62^{\circ} 46^{\prime} 46^{\prime \prime}$ East, 163.02 feet to the point of curvature of a curve concave Southerly having a radius of 50.00 feet; thence Easterly along the arc of said curve, through a central angle of $34^{\circ} 53^{\prime} 42^{\prime \prime}$, an arc length of 30.45 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $80^{\circ} 13^{\prime} 37^{\prime \prime}$ East, 29.98 feet; thence South $82^{\circ} 19^{\prime} 32^{\prime \prime}$ East, 113.35 feet to the point of curvature of a curve concave Southwesterly having a radius of 40.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $99^{\circ} 08^{\prime} 04^{\prime \prime}$, an arc length of 69.21 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $32^{\circ} 45^{\prime} 30^{\prime \prime}$ East, 60.89 feet; thence South $73^{\circ} 11^{\prime} 29^{\prime \prime}$ East, along a nontangent line, 45.59 feet to a point on a non-tangent curve concave Northwesterly having a radius of 2008.00 feet; thence Southwesterly along the arc of said curve, through a central angle of $11^{\circ} 02^{\prime} 34^{\prime \prime}$, an arc length of 387.01 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South $62^{\circ} 08^{\prime} 20^{\prime \prime}$ West, 386.41 feet.

Containing 1.54 acres, more or less.


## Drainage Easement 7

A portion of Lots 5 and 6, Block 10, as depicted on Part "A" of the Florida Farms and Industries Company's Property, recorded in Plat Book 2, pages 27 through 29, of the Public Records of Clay County, Florida, together with a portion of Section 34, Township 5 South, Range 25 East, of said county, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Northerly line of Section 33, said Township and Range, with the Easterly right of way line of County Road No. 218, a 100 foot right of way as presently established; thence South $00^{\circ} 06^{\prime} 42^{\prime \prime}$ East, along said Easterly right of way line, 2622.12 feet; thence North $89^{\circ} 45^{\prime} 58^{\prime \prime}$ East, departing said Easterly right of way line, 1143.84 feet to the point of curvature of a curve concave Southerly having a radius of 2080.50 feet; thence Easterly along the arc of said curve, through a central angle of $25^{\circ} 08^{\prime} 14^{\prime \prime}$, an arc length of 912.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $77^{\circ} 39^{\prime} 55^{\prime \prime}$ East, 905.47 feet; thence South $65^{\circ} 05^{\prime} 47^{\prime \prime}$ East, 695.20 feet to the point of curvature of a curve concave Northerly having a radius of 2085.50 feet; thence Easterly along the arc of said curve, through a central angle of $62^{\circ} 39^{\prime} 43^{\prime \prime}$, an arc length of 2280.82 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $83^{\circ} 34^{\prime} 21^{\prime \prime}$ East, 2168.84 feet; thence South $37^{\circ} 45^{\prime} 30^{\prime \prime}$ East, along a non-tangent line, 77.50 feet to the Point of Beginning.

From said Point of Beginning, thence continue South $37^{\circ} 45^{\prime} 30^{\prime \prime}$ East, 20.00 feet to a point on a nontangent curve concave Southerly having a radius of 50.00 feet; thence Easterly along the arc of said curve, through a central angle of $77^{\circ} 46^{\prime} 18^{\prime \prime}$, an arc length of 67.87 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $88^{\circ} 52^{\prime} 21^{\prime \prime}$ East, 62.78 feet; thence South $49^{\circ} 59^{\prime} 12^{\prime \prime}$ East, 116.08 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $42^{\circ} 16^{\prime} 04^{\prime \prime}$, an arc length of 36.89 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $28^{\circ} 51^{\prime} 10^{\prime \prime}$ East, 36.05 feet; thence South $07^{\circ} 43^{\prime} 08^{\prime \prime}$ East, 145.33 feet to the point of curvature of a curve concave Easterly having a radius of 50.00 feet; thence Southerly along the arc of said curve, through a central angle of $23^{\circ} 31^{\prime} 09^{\prime \prime}$, an arc length of 20.52 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $19^{\circ} 28^{\prime} 43^{\prime \prime}$ East, 20.38 feet; thence South $31^{\circ} 14^{\prime} 17^{\prime \prime}$ East, 164.34 feet to the point of curvature of a curve concave Northeasterly having a radius of 50.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $12^{\circ} 52^{\prime} 10^{\prime \prime}$, an arc length of 11.23 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $37^{\circ} 40^{\prime}$ 22" East, 11.21 feet; thence South $44^{\circ} 06^{\prime} 28^{\prime \prime}$ East, 161.92 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $25^{\circ} 18^{\prime} 08^{\prime \prime}$, an arc length of 22.08 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $31^{\circ} 27^{\prime} 24^{\prime \prime}$ East, 21.90 feet; thence South $18^{\circ} 48^{\prime} 20^{\prime \prime}$ East, 108.64 feet to the point of curvature of a curve concave Northwesterly having a radius of 50.00 feet; thence Southwesterly along the arc of said curve, through a central angle of $135^{\circ} 34^{\prime} 45^{\prime \prime}$, an arc length of 118.32 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $48^{\circ} 59^{\prime} 03^{\prime \prime}$ West, 92.58 feet; thence North $63^{\circ} 13^{\prime} 34^{\prime \prime}$ West, 860.28 feet; thence South $27^{\circ} 19^{\prime} 56^{\prime \prime}$ West, 10.87 feet to a point lying on the Northeasterly line of that certain $50^{\prime}$ Permanent Easement, as described and recorded in Official Records Book 3173, page 1048, of said Public Records; thence North $62^{\circ} 45^{\prime} 10^{\prime \prime}$ West, along said Northeasterly line, 139.16 feet to a point on a non-tangent curve concave Northwesterly having a radius of 2163.00 feet; thence Northeasterly, departing said Northeasterly line and along the arc of said curve, through a central angle of $15^{\circ} 34^{\prime} 29^{\prime \prime}$, an arc length of 587.96 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of North $60^{\circ} 01^{\prime} 44^{\prime \prime}$ East, 586.16 feet.

Containing 6.80 acres, more or less.


## Drainage Easement 8

A portion of Lots 7 and 8, Block 1 and Lot 5, Block 10, together with a portion of Tebo Road, a 60 foot right of way, all as depicted on Part "A" of the Florida Farms and Industries Company's Property, recorded in Plat Book 2, pages 27 through 29, of the Public Records of Clay County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Northerly line of Section 33, Township 5 South, Range 25 East, of said county, with the Easterly right of way line of County Road No. 218, a 100 foot right of way as presently established; thence South $00^{\circ} 06^{\prime} 42^{\prime \prime}$ East, along said Easterly right of way line, 2622.12 feet; thence North $89^{\circ} 45^{\prime} 58^{\prime \prime}$ East, departing said Easterly right of way line, 1143.84 feet to the point of curvature of a curve concave Southerly having a radius of 2080.50 feet; thence Easterly along the arc of said curve, through a central angle of $25^{\circ} 08^{\prime} 14^{\prime \prime}$, an arc length of 912.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $77^{\circ} 39^{\prime} 55^{\prime \prime}$ East, 905.47 feet; thence South $65^{\circ} 05^{\prime} 47^{\prime \prime}$ East, 695.20 feet to the point of curvature of a curve concave Northerly having a radius of 2085.50 feet; thence Easterly along the arc of said curve, through a central angle of $66^{\circ} 44^{\prime} 25^{\prime \prime}$, an arc length of 2429.26 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $81^{\circ} 32^{\prime} 00^{\prime \prime}$ East, 2294.24 feet; thence Northeasterly along the arc of a curve concave Southeasterly having a radius of 2080.50 feet, through a central angle of $02^{\circ} 46^{\prime} 16^{\prime \prime}$, an arc length of 100.62 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $49^{\circ} 32^{\prime} 56^{\prime \prime}$ East, 100.61 feet; thence North $39^{\circ} 03^{\prime} 56^{\prime \prime}$ West, along a non-tangent line, 77.50 feet to the Point of Beginning.

From said Point of Beginning, thence continue North $39^{\circ} 03^{\prime} 56^{\prime \prime}$ West, 27.30 feet to a point on a nontangent curve concave Northerly having a radius of 50.00 feet; thence Westerly along the arc of said curve, through a central angle of $80^{\circ} 46^{\prime} 31^{\prime \prime}$, an arc length of 70.49 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $85^{\circ} 53^{\prime} 40^{\prime \prime}$ West, 64.80 feet; thence North $45^{\circ} 30^{\prime} 24^{\prime \prime}$ West, 370.92 feet to the point of curvature of a curve concave Easterly having a radius of 170.00 feet; thence Northerly along the arc of said curve, through a central angle of $68^{\circ} 52^{\prime} 02^{\prime \prime}$, an arc length of 204.33 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $11^{\circ} 04^{\prime} 23^{\prime \prime}$ West, 192.25 feet; thence North $23^{\circ} 21^{\prime} 38^{\prime \prime}$ East, 21.38 feet to the point of curvature of a curve concave Westerly having a radius of 100.00 feet; thence Northerly along the arc of said curve, through a central angle of $43^{\circ} 32^{\prime} 37^{\prime \prime}$, an arc length of 76.00 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $01^{\circ} 35^{\prime} 20^{\prime \prime}$ East, 74.18 feet; thence North $20^{\circ} 10^{\prime} 59^{\prime \prime}$ West, 121.32 feet; thence Due West, 83.40 feet; thence North $05^{\circ} 33^{\prime} 10^{\prime \prime}$ East, 27.60 feet; thence Due West, 63.82 feet; thence Due North, 25.00 feet; thence Due East, 70.08 feet; thence North $24^{\circ} 48^{\prime} 36^{\prime \prime}$ East, 27.83 feet; thence Due East, 54.20 feet; thence North $02^{\circ} 15^{\prime} 35^{\prime \prime}$ East, 7.12 feet to the point of curvature of a curve concave Southeasterly having a radius of 50.00 feet; thence Northeasterly along the arc of said curve, through a central angle of $127^{\circ} 16^{\prime} 05^{\prime \prime}$, an arc length of 111.06 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $65^{\circ} 53^{\prime} 37^{\prime \prime}$ East, 89.60 feet; thence South $50^{\circ} 28^{\prime} 20^{\prime \prime}$ East, 134.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $48^{\circ} 39^{\prime} 27^{\prime \prime}$, an arc length of 42.46 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $26^{\circ} 08^{\prime} 36^{\prime \prime}$ East, 41.20 feet; thence South $01^{\circ} 48^{\prime} 53$ " East, 309.91 feet to the point of curvature of a curve concave Northeasterly having a radius of 50.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $44^{\circ} 58^{\prime} 51^{\prime \prime}$, an arc length of 39.25 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $24^{\circ} 18^{\prime} 18^{\prime \prime}$ East, 38.25 feet; thence South $46^{\circ} 47^{\prime} 44^{\prime \prime}$ East, 167.29 feet to the point of curvature of a curve concave Northerly having a radius of 30.00 feet; thence Easterly along the arc of said curve, through a central angle of $79^{\circ} 29^{\prime} 12^{\prime \prime}$, an arc length of 41.62 feet to the point of tangency of said curve, said arc being
subtended by a chord bearing and distance of South $86^{\circ} 32^{\prime} 20^{\prime \prime}$ East, 38.36 feet; thence North $53^{\circ} 43^{\prime} 04^{\prime \prime}$ East, 70.63 feet to the point of curvature of a curve concave Southerly having a radius of 50.00 feet; thence Easterly along the arc of said curve, through a central angle of $82^{\circ} 34^{\prime} 48^{\prime \prime}$, an arc length of 72.06 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $84^{\circ} 59^{\prime} 32^{\prime \prime}$ East, 65.99 feet; thence South $43^{\circ} 42^{\prime} 08^{\prime \prime}$ East, 70.59 feet to the point of curvature of a curve concave Westerly having a radius of 50.00 feet; thence Southerly along the arc of said curve, through a central angle of $69^{\circ} 06^{\prime} 02^{\prime \prime}$, an arc length of 60.30 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $09^{\circ} 09^{\prime} 07^{\prime \prime}$ East, 56.71 feet; thence South $64^{\circ} 36^{\prime} 06^{\prime \prime}$ East, along a non-tangent line, 38.66 feet to a point on a non-tangent curve concave Southeasterly having a radius of 2158.00 feet; thence Southwesterly along the arc of said curve, through a central angle of $05^{\circ} 57^{\prime} 53^{\prime \prime}$, an arc length of 224.66 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South $53^{\circ} 55^{\prime} 00$ " West, 224.56 feet.

Containing 4.01 acres, more or less.


## Drainage Easement 9

A portion of Section 34, Township 5 South, Range 25 East, Clay County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Northerly line of Section 33, Township 5 South, Range 25 East, of said county, with the Easterly right of way line of County Road No. 218, a 100 foot right of way as presently established; thence South $00^{\circ} 06^{\prime} 42^{\prime \prime}$ East, along said Easterly right of way line, 2622.12 feet; thence North $89^{\circ} 45^{\prime} 58^{\prime \prime}$ East, departing said Easterly right of way line, 1143.84 feet to the point of curvature of a curve concave Southerly having a radius of 2080.50 feet; thence Easterly along the arc of said curve, through a central angle of $25^{\circ} 08^{\prime} 14^{\prime \prime}$, an arc length of 912.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $77^{\circ} 39^{\prime} 55^{\prime \prime}$ East, 905.47 feet; thence South $65^{\circ} 05^{\prime} 47^{\prime \prime}$ East, 695.20 feet to the point of curvature of a curve concave Northerly having a radius of 2085.50 feet; thence Easterly along the arc of said curve, through a central angle of $66^{\circ} 44^{\prime} 25^{\prime \prime}$, an arc length of 2429.26 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $81^{\circ} 32^{\prime} 00^{\prime \prime}$ East, 2294.24 feet; thence Easterly along the arc of a curve concave Southerly having a radius of 2080.50 feet, through a central angle of $46^{\circ} 24^{\prime} 38^{\prime \prime}$, an arc length of 1685.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $71^{\circ} 22^{\prime} 07^{\prime \prime}$ East, 1639.55 feet; thence South $85^{\circ} 25^{\prime} 34^{\prime \prime}$ East, 88.65 feet; thence North $04^{\circ} 34^{\prime} 07^{\prime \prime}$ East, 77.50 feet to the Point of Beginning.

From said Point of Beginning, thence continue North $04^{\circ} 34^{\prime} 07^{\prime \prime}$ East, 28.00 feet; thence South $85^{\circ} 25^{\prime} 34^{\prime \prime}$ East, 46.70 feet; thence South $04^{\circ} 34^{\prime} 07^{\prime \prime}$ West, 28.00 feet; thence North $85^{\circ} 25^{\prime} 34^{\prime \prime}$ West, 46.70 feet to the Point of Beginning.

Containing 1308 square feet, more or less.


## Drainage Easement 10

A portion of Section 34, Township 5 South, Range 25 East, Clay County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Northerly line of Section 33, Township 5 South, Range 25 East, of said county, with the Easterly right of way line of County Road No. 218, a 100 foot right of way as presently established; thence South $00^{\circ} 06^{\prime} 42^{\prime \prime}$ East, along said Easterly right of way line, 2622.12 feet; thence North $89^{\circ} 45^{\prime} 58^{\prime \prime}$ East, departing said Easterly right of way line, 1143.84 feet to the point of curvature of a curve concave Southerly having a radius of 2080.50 feet; thence Easterly along the arc of said curve, through a central angle of $25^{\circ} 08^{\prime} 14^{\prime \prime}$, an arc length of 912.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $77^{\circ} 39^{\prime} 55^{\prime \prime}$ East, 905.47 feet; thence South $65^{\circ} 05^{\prime} 47^{\prime \prime}$ East, 695.20 feet to the point of curvature of a curve concave Northerly having a radius of 2085.50 feet; thence Easterly along the arc of said curve, through a central angle of $66^{\circ} 44^{\prime} 25^{\prime \prime}$, an arc length of 2429.26 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $81^{\circ} 32^{\prime} 00^{\prime \prime}$ East, 2294.24 feet; thence Easterly along the arc of a curve concave Southerly having a radius of 2080.50 feet, through a central angle of $46^{\circ} 24^{\prime} 38^{\prime \prime}$, an arc length of 1685.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $71^{\circ} 22^{\prime} 07^{\prime \prime}$ East, 1639.55 feet; thence South $85^{\circ} 25^{\prime} 34^{\prime \prime}$ East, 88.65 feet; thence South $04^{\circ} 344^{\prime} 46^{\prime \prime}$ West, 94.50 feet to the Point of Beginning.

From said Point of Beginning, thence South $85^{\circ} 25^{\prime} 34^{\prime \prime}$ East, 46.71 feet; thence South $04^{\circ} 34^{\prime} 46^{\prime \prime}$ West, 28.00 feet; thence North $85^{\circ} 25^{\prime} 34^{\prime \prime}$ West, 46.71 feet; thence North $04^{\circ} 34^{\prime} 46^{\prime \prime}$ East, 28.00 feet to the Point of Beginning.

Containing 1308 square feet, more or less.


## Drainage Easement 11

A portion of Lot 5, Block 10, as depicted on Part "A" of the Florida Farms and Industries Company's Property, recorded in Plat Book 2, pages 27 through 29, of the Public Records of Clay County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Northerly line of Section 33, Township 5 South, Range 25 East, of said county, with the Easterly right of way line of County Road No. 218, a 100 foot right of way as presently established; thence South $00^{\circ} 06^{\prime} 42^{\prime \prime}$ East, along said Easterly right of way line, 2622.12 feet; thence North $89^{\circ} 45^{\prime} 58^{\prime \prime}$ East, departing said Easterly right of way line, 1143.84 feet to the point of curvature of a curve concave Southerly having a radius of 2080.50 feet; thence Easterly along the arc of said curve, through a central angle of $25^{\circ} 08^{\prime} 14^{\prime \prime}$, an arc length of 912.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $77^{\circ} 39^{\prime} 55^{\prime \prime}$ East, 905.47 feet; thence South $65^{\circ} 05^{\prime} 47^{\prime \prime}$ East, 695.20 feet to the point of curvature of a curve concave Northerly having a radius of 2085.50 feet; thence Easterly along the arc of said curve, through a central angle of $66^{\circ} 44^{\prime} 25^{\prime \prime}$, an arc length of 2429.26 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $81^{\circ} 32^{\prime} 00^{\prime \prime}$ East, 2294.24 feet; thence Northeasterly along the arc of a curve concave Southeasterly having a radius of 2080.50 feet, through a central angle of $00^{\circ} 24^{\prime} 32^{\prime \prime}$, an arc length of 14.85 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $48^{\circ} 22^{\prime} 04^{\prime \prime}$ East, 14.85 feet; thence North $70^{\circ} 15^{\prime} 34^{\prime \prime}$ West, along a non-tangent line, 88.39 feet to the Point of Beginning.

From said Point of Beginning, thence continue North $70^{\circ} 15^{\prime} 34^{\prime \prime}$ West, 58.12 feet; thence North $48^{\circ} 11^{\prime} 22^{\prime \prime}$ East, 45.49 feet; thence South $70^{\circ} 15^{\prime} 34^{\prime \prime}$ East, 58.40 feet to a point on a non-tangent curve concave Southeasterly having a radius of 2158.00 feet; thence Southwesterly along the arc of said curve, through a central angle of $00^{\circ} 29^{\prime} 19^{\prime \prime}$, an arc length of 18.40 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South $48^{\circ} 24^{\prime} 27^{\prime \prime}$ West, 18.40 feet; thence Southwesterly along the arc of a curve concave Northwesterly having a radius of 2008.00 feet, through a central angle of $00^{\circ} 46^{\prime} 37^{\prime \prime}$, an arc length of 27.22 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South $48^{\circ} 33^{\prime} 06^{\prime \prime}$ West, 27.22 feet.

Containing 2332 square feet, more or less.


## Drainage Easement 12

A portion of Lot 5, Block 10, as depicted on Part "A" of the Florida Farms and Industries Company's Property, recorded in Plat Book 2, pages 27 through 29, of the Public Records of Clay County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Northerly line of Section 33, Township 5 South, Range 25 East, of said county, with the Easterly right of way line of County Road No. 218, a 100 foot right of way as presently established; thence South $00^{\circ} 06^{\prime} 42^{\prime \prime}$ East, along said Easterly right of way line, 2622.12 feet; thence North $89^{\circ} 45^{\prime} 58^{\prime \prime}$ East, departing said Easterly right of way line, 1143.84 feet to the point of curvature of a curve concave Southerly having a radius of 2080.50 feet; thence Easterly along the arc of said curve, through a central angle of $25^{\circ} 08^{\prime} 14^{\prime \prime}$, an arc length of 912.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $77^{\circ} 39^{\prime} 55^{\prime \prime}$ East, 905.47 feet; thence South $65^{\circ} 05^{\prime} 47^{\prime \prime}$ East, 695.20 feet to the point of curvature of a curve concave Northerly having a radius of 2085.50 feet; thence Easterly along the arc of said curve, through a central angle of $66^{\circ} 44^{\prime} 25^{\prime \prime}$, an arc length of 2429.26 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $81^{\circ} 32^{\prime} 00^{\prime \prime}$ East, 2294.24 feet; thence Northeasterly along the arc of a curve concave Southeasterly having a radius of 2080.50 feet, through a central angle of $00^{\circ} 24^{\prime} 32^{\prime \prime}$, an arc length of 14.85 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $48^{\circ} 22^{\prime} 04^{\prime \prime}$ East, 14.85 feet; thence South $70^{\circ} 15^{\prime} 34^{\prime \prime}$ East, along a non-tangent line, 88.99 feet to the Point of Beginning.

From said Point of Beginning, thence Northeasterly along the arc of a curve concave Southeasterly having a radius of 1977.25 feet, through a central angle of $01^{\circ} 20^{\prime} 54^{\prime \prime}$, an arc length of 46.53 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $50^{\circ} 27^{\prime} 56^{\prime \prime}$ East, 46.53 feet; thence South $70^{\circ} 15^{\prime} 34^{\prime \prime}$ East, along a non-tangent line, 51.51 feet; thence South $51^{\circ} 16^{\prime} 03^{\prime \prime}$ West, 46.93 feet; thence North $70^{\circ} 15^{\prime} 34^{\prime \prime}$ West, 50.75 feet to the Point of Beginning.

Containing 2049 square feet, more or less.


## Drainage Easement 13

A portion of Lots 6 and 7, Block 9, as depicted on Part "A" of the Florida Farms and Industries Company's Property, recorded in Plat Book 2, pages 27 through 29, of the Public Records of Clay County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Northerly line of Section 33, Township 5 South, Range 25 East, of said county, with the Easterly right of way line of County Road No. 218, a 100 foot right of way as presently established; thence South $00^{\circ} 06^{\prime} 42^{\prime \prime}$ East, along said Easterly right of way line, 2622.12 feet; thence North $89^{\circ} 45^{\prime} 58^{\prime \prime}$ East, departing said Easterly right of way line, 859.62 feet; thence South $00^{\circ} 14^{\prime} 02^{\prime \prime}$ East, 77.50 feet to the Point of Beginning.

From said Point of Beginning, thence North $89^{\circ} 45^{\prime} 58^{\prime \prime}$ East, 284.22 feet to the point of curvature of a curve concave Southerly having a radius of 2003.00 feet; thence Easterly along the arc of said curve, through a central angle of $10^{\circ} 06^{\prime} 56^{\prime \prime}$, an arc length of 353.63 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $85^{\circ} 10^{\prime} 34^{\prime \prime}$ East, 353.17 feet; thence South $09^{\circ} 16^{\prime} 52^{\prime \prime}$ West, along a non-tangent line, 45.00 feet to a point on a non-tangent curve concave Southerly having a radius of 1958.00 feet; thence Westerly along the arc of said curve, through a central angle of $10^{\circ} 07^{\prime} 46^{\prime \prime}$, an arc length of 346.16 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $85^{\circ} 10^{\prime} 09^{\prime \prime}$ West, 345.71 feet; thence South $89^{\circ} 45^{\prime} 58^{\prime \prime}$ West, 284.22 feet; thence North $00^{\circ} 14^{\prime} 02^{\prime \prime}$ West, 45.00 feet to the Point of Beginning.

Containing 0.66 acres, more or less.



## Drainage Easement 14

A portion of Lots 4, 5 and 6, Block 9, together with a portion of Tebo Road, a 60 foot right of way, as depicted on Part "A" of the Florida Farms and Industries Company's Property, recorded in Plat Book 2, pages 27 through 29, of the Public Records of Clay County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Northerly line of Section 33, Township 5 South, Range 25 East, of said county, with the Easterly right of way line of County Road No. 218, a 100 foot right of way as presently established; thence South $00^{\circ} 06^{\prime} 42^{\prime \prime}$ East, along said Easterly right of way line, 2622.12 feet; thence North $89^{\circ} 45^{\prime} 58^{\prime \prime}$ East, departing said Easterly right of way line, 1143.84 feet to the point of curvature of a curve concave Southerly having a radius of 2080.50 feet; thence Easterly along the arc of said curve, through a central angle of $11^{\circ} 00^{\prime} 28^{\prime \prime}$, an arc length of 399.71 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $84^{\circ} 43^{\prime} 48^{\prime \prime}$ East, 399.09 feet; thence North $21^{\circ} 12^{\prime} 43^{\prime \prime}$ East, along a non-tangent line, 78.76 feet to the Point of Beginning.

From said Point of Beginning, thence continue North $21^{\circ} 12^{\prime} 43$ " East, 55.84 feet to a point on a nontangent curve concave Southerly having a radius of 2213.00 feet; thence Easterly along the arc of said curve, through a central angle of $13^{\circ} 29^{\prime} 54^{\prime \prime}$, an arc length of 521.36 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $71^{\circ} 50^{\prime} 44^{\prime \prime}$ East, 520.15 feet; thence South $65^{\circ} 05^{\prime} 47^{\prime \prime}$ East, 695.20 feet; thence South $24^{\circ} 54^{\prime} 13^{\prime \prime}$ West, 55.00 feet; thence North $65^{\circ} 05^{\prime} 47^{\prime \prime}$ West, 695.20 feet to the point of curvature of a curve concave Southerly having a radius of 2158.00 feet; thence Westerly along the arc of said curve, through a central angle of $13^{\circ} 45^{\prime} 03^{\prime \prime}$, an arc length of 517.91 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of North $71^{\circ} 58^{\prime} 19^{\prime \prime}$ West, 516.67 feet.

Containing 1.53 acres, more or less.


## Drainage Easement 15

A portion of Lots 3, 4, and 5, Block 9, together with a portion of Lots 5 and 6, Block 10, all as depicted on Part "A" of the Florida Farms and Industries Company's Property, recorded in Plat Book 2, pages 27 through 29, of the Public Records of Clay County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Northerly line of Section 33, Township 5 South, Range 25 East, of said county, with the Easterly right of way line of County Road No. 218, a 100 foot right of way as presently established; thence South $00^{\circ} 06^{\prime} 42^{\prime \prime}$ East, along said Easterly right of way line, 2622.12 feet; thence North $89^{\circ} 45^{\prime} 58^{\prime \prime}$ East, departing said Easterly right of way line, 1143.84 feet to the point of curvature of a curve concave Southerly having a radius of 2080.50 feet; thence Easterly along the arc of said curve, through a central angle of $25^{\circ} 08^{\prime} 14^{\prime \prime}$, an arc length of 912.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $77^{\circ} 39^{\prime} 55^{\prime \prime}$ East, 905.47 feet; thence South $65^{\circ} 05^{\prime} 47^{\prime \prime}$ East, 648.85 feet; thence South $24^{\circ} 54^{\prime} 13$ " West, 94.50 feet to the Point of Beginning.

From said Point of Beginning, thence South $65^{\circ} 05^{\prime} 47^{\prime \prime}$ East, 46.35 feet to the point of curvature of a curve concave Northeasterly having a radius of 2180.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $03^{\circ} 49^{\prime} 49^{\prime \prime}$, an arc length of 145.73 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South $67^{\circ} 00^{\prime} 42^{\prime \prime}$ East, 145.70 feet; thence Southeasterly along the arc of a curve concave Southwesterly having a radius of 16.26 feet, through a central angle of $90^{\circ} 00^{\prime} 00^{\prime \prime}$, an arc length of 25.53 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $23^{\circ} 55^{\prime} 36^{\prime \prime}$ East, 22.99 feet; thence South $70^{\circ} 39^{\prime} 19^{\prime \prime}$ East, along a non-tangent line, 100.00 feet to a point on a non-tangent curve concave Southeasterly having a radius of 33.07 feet; thence Northeasterly along the arc of said curve, through a central angle of $90^{\circ} 00^{\prime} 00^{\prime \prime}$, an arc length of 51.94 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $62^{\circ} 10^{\prime} 39^{\prime \prime}$ East, 46.76 feet; thence Easterly along the arc of a curve concave Northerly having a radius of 2163.00 feet, through a central angle of $20^{\circ} 36^{\prime} 05^{\prime \prime}$, an arc length of 777.73 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $83^{\circ} 07^{\prime} 23^{\prime \prime}$ East, 773.55 feet; thence South $75^{\circ} 29^{\prime} 28^{\prime \prime}$ East, along an non-tangent line, 53.30 feet to a point on a non-tangent curve concave Northerly having a radius of 2180.00 feet; thence Easterly along the arc of said curve, through a central angle of $07^{\circ} 11^{\prime} 02^{\prime \prime}$, an arc length of 273.34 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $81^{\circ} 39^{\prime} 05^{\prime \prime}$ East, 273.16 feet; thence Southeasterly along the arc of curve concave Southwesterly having a radius of 16.26 feet, through a central angle of $89^{\circ} 59^{\prime} 26^{\prime \prime}$, an arc length of 25.54 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $56^{\circ} 56^{\prime} 26^{\prime \prime}$ East, 22.99 feet; thence North $76^{\circ} 20^{\prime} 14^{\prime \prime}$ East, along a non-tangent line, 100.00 feet to a point on a non-tangent curve concave Southeasterly having a radius of 33.08 feet; thence Northeasterly along the arc of said curve, through a central angle of $90^{\circ} 00^{\prime} 00^{\prime \prime}$, an arc length of 51.96 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $29^{\circ} 09^{\prime} 48^{\prime \prime}$ East, 46.78 feet; thence Easterly along the arc of a curve concave Northerly having a radius of 2163.00 feet, through a central angle of $06^{\circ} 20^{\prime} 50^{\prime \prime}$, an arc length of 239.61 feet to a point lying on the Northeasterly line of that certain 50 foot Permanent Easement, as described and recorded in Official Records Book 3173, page 1048, of said Public Records, said arc being subtended by a chord bearing and distance of North $70^{\circ} 59^{\prime} 23^{\prime \prime}$ East, 239.49 feet; thence South $62^{\circ} 45^{\prime} 10^{\prime \prime}$ East, along a non-tangent line and along said Northeasterly line, 84.67 feet to a point on a non-tangent curve concave Northerly having a radius of 2228.00 feet; thence Westerly, departing said Northeasterly line and along the arc of said curve, through a central angle of $07^{\circ} 38^{\prime} 40^{\prime \prime}$, an arc length of 297.27 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $70^{\circ} 13^{\prime} 20^{\prime \prime}$ West, 297.04 feet; thence South $44^{\circ} 05^{\prime} 01^{\prime \prime}$ West, along a nontangent line, 45.98 feet; thence South $76^{\circ} 20^{\prime} 14^{\prime \prime}$ West, 100.00 feet; thence North $60^{\circ} 34^{\prime} 01^{\prime \prime}$ West, 9.47
feet to a point on a non-tangent curve concave Northerly having a radius of 2245.00 feet; thence Westerly along the arc of said curve, through a central angle of $07^{\circ} 44^{\prime} 36^{\prime \prime}$, an arc length of 303.40 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $81^{\circ} 39^{\prime} 19^{\prime \prime}$ West, 303.17 feet; thence North $75^{\circ} 29^{\prime} 28^{\prime \prime}$ West, along a non-tangent line, 54.07 feet to a point on a non-tangent curve concave Northerly having a radius of 2228.00 feet; thence Westerly along the arc of said curve, through a central angle of $20^{\circ} 13^{\prime} 59^{\prime \prime}$, an arc length of 786.78 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $83^{\circ} 02^{\prime} 30^{\prime \prime}$ West, 782.70 feet; thence South $76^{\circ} 42^{\prime} 16^{\prime \prime}$ West, along a non-tangent line, 45.41 feet; thence North $70^{\circ} 39^{\prime} 19^{\prime \prime}$ West, 100.00 feet; thence North $34^{\circ} 09^{\prime} 13^{\prime \prime}$ West, 10.96 feet to a point on a non-tangent curve concave Northeasterly having a radius of 2245.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $05^{\circ} 14^{\prime} 27^{\prime \prime}$, an arc length of 205.35 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $66^{\circ} 32^{\prime} 02^{\prime \prime}$ West, 205.28 feet; thence North $24^{\circ} 54^{\prime} 13^{\prime \prime}$ East, along a non-tangent line, 64.52 feet to the Point of Beginning.

Containing 2.78 acres, more or less.



## Drainage Easement 16

A portion of Section 34, Township 5 South, Range 25 East, Clay County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Northerly line of Section 33, Township 5 South, Range 25 East, of said county, with the Easterly right of way line of County Road No. 218, a 100 foot right of way as presently established; thence South $00^{\circ} 06^{\prime} 42^{\prime \prime}$ East, along said Easterly right of way line, 2622.12 feet; thence North $89^{\circ} 45^{\prime} 58^{\prime \prime}$ East, departing said Easterly right of way line, 1143.84 feet to the point of curvature of a curve concave Southerly having a radius of 2080.50 feet; thence Easterly along the arc of said curve, through a central angle of $25^{\circ} 08^{\prime} 14^{\prime \prime}$, an arc length of 912.77 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $77^{\circ} 39^{\prime} 55^{\prime \prime}$ East, 905.47 feet; thence South $65^{\circ} 05^{\prime} 47^{\prime \prime}$ East, 695.20 feet to the point of curvature of a curve concave Northerly having a radius of 2085.50 feet; thence Easterly along the arc of said curve, through a central angle of $66^{\circ} 44^{\prime} 25^{\prime \prime}$, an arc length of 2429.26 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $81^{\circ} 32^{\prime} 00^{\prime \prime}$ East, 2294.24 feet; thence Northeasterly along the arc of a curve concave Southeasterly having a radius of 2080.50 feet, through a central angle of $13^{\circ} 05^{\prime} 05^{\prime \prime}$, an arc length of 475.13 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $54^{\circ} 42^{\prime} 20^{\prime \prime}$ East, 474.10 feet; thence South $28^{\circ} 36^{\prime} 51^{\prime \prime}$ East, along a non-tangent line, 94.50 feet to the Point of Beginning.

From said Point of Beginning, thence Northeasterly along the arc of a non-tangent curve concave Southeasterly having a radius of 1986.00 feet, through a central angle of $06^{\circ} 55^{\prime} 42^{\prime \prime}$, an arc length of 240.15 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North $64^{\circ} 42^{\prime} 20^{\prime \prime}$ East, 240.00 feet; thence Southeasterly along the arc of a curve concave Southwesterly having a radius of 17.99 feet, through a central angle of $90^{\circ} 00^{\prime} 00^{\prime \prime}$, an arc length of 28.25 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $66^{\circ} 49^{\prime} 49^{\prime \prime}$ East, 25.44 feet; thence North $70^{\circ} 08^{\prime} 57^{\prime \prime}$ East, along a non-tangent line, 100.00 feet to a point on a non-tangent curve concave Southeasterly having a radius of 35.22 feet; thence Northeasterly along the arc of said curve, through a central angle of $90^{\circ} 00^{\prime} 00^{\prime \prime}$, an arc length of 55.32 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North $27^{\circ} 37^{\prime} 49^{\prime \prime}$ East, 49.81 feet; thence Easterly along the arc of a curve concave Southerly having a radius of 2003.00 feet, through a central angle of $20^{\circ} 24^{\prime} 51^{\prime \prime}$, an arc length of 713.66 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $82^{\circ} 50^{\prime} 14^{\prime \prime}$ East, 709.89 feet; thence South $67^{\circ} 17^{\prime} 09^{\prime \prime}$ East, along a non-tangent line, 5.31 feet; thence South $03^{\circ} 02^{\prime} 40^{\prime \prime}$ West, 63.22 feet to a point on a non-tangent curve concave Southerly having a radius of 1938.00 feet; thence Westerly along the arc of said curve, through a central angle of $20^{\circ} 27^{\prime} 25^{\prime \prime}$, an arc length of 691.95 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $82^{\circ} 57^{\prime} 49^{\prime \prime}$ West, 688.28 feet; thence South $44^{\circ} 35^{\prime} 46^{\prime \prime}$ West, along a non-tangent line, 36.62 feet to a point on a non-tangent curve concave Southeasterly having a radius of 1921.00 feet; thence Southwesterly along the arc of said curve, through a central angle of $10^{\circ} 32^{\prime} 07^{\prime \prime}$, an arc length of 353.23 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $66^{\circ} 30^{\prime} 16^{\prime \prime}$ West, 352.73 feet; thence North $28^{\circ} 36^{\prime} 51^{\prime \prime}$ West, along a non-tangent line, 65.00 feet to the Point of Beginning.

Containing 1.59 acres, more or less.


# SHADOWLAWN COMMUNITY DEVELOPMENT DISTRICT 



Prepared by and return to:
Matthew S. McAfee, Esq.
Driver, McAfee, Peek \& Hawthorne, PLLC
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

## ASSIGNMENT AND ASSUMPTION OF AGREEMENT FOR PERMANENT EASEMENT FOR DRAINAGE

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENT FOR PERMANENT EASEMENT FOR DRAINAGE (the "Assignment") is made as of $\qquad$ , 2023 (the "Effective Date") by and between the SHADOWLAWN COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the laws of the State of Florida ("Assignor"), and CLAY COUNTY, a political subdivision of the State of Florida ("Assignee").

## WITNESSETH:

A. Assignor is the "Grantee" pursuant to that certain Agreement for Permanent Easement for Drainage dated May __, 2023 between Assignor and Cathedral Oak, LLC, a Florida limited liability company, which is recorded in Official Records Book $\qquad$ , Page $\qquad$ of the public records of Clay County, Florida, (the "Agreement").
B. Pursuant to Section 8 of the Agreement, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's rights and obligations pursuant to the Agreement.

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

1. Assignment. Assignor hereby transfers, assigns, and conveys to Assignee all of Assignor's right, title, and interest in, to, and under the Agreement, and delegates to Assignee all of Assignor's duties and obligations and liabilities in, to, and under the Agreement.
2. Assumption and Acceptance. Assignee hereby accepts the aforesaid assignment and assumes and agrees to perform all of the duties, obligations, and liabilities of Assignor under the Agreement.
3. Counterpart Execution; Electronic Signature. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute the same instrument.
4. Binding Effect. The terms and provisions of this Assignment will inure to the benefit of, and will be binding upon, the heirs, executors, personal representatives, successors, and assigns of Assignor and Assignee.
[remainder of page intentionally blank; signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Agreement for Permanent Easement for Drainage as of the Effective Date.

Signed, sealed, and delivered in the presence of:

Print Name: $\qquad$

Print Name: $\qquad$

## ASSIGNOR:

## SHADOWLAWN DEVELOPMENT DISTRICT,

a local unit of special-purpose government organized and existing under the laws of the State of Florida

By: $\qquad$
Name: $\qquad$
Title: $\qquad$

STATE OF $\qquad$
COUNTY OF $\qquad$

The foregoing instrument was acknowledged before me by means of $\square$ physical presence oronline notarization, this $\qquad$ day of $\qquad$ , 2023, by , as of SHADOWLAWN COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under the laws of the State of Florida, on behalf of the unit. Such person $\square$ is personally known to me or $\square$ has produced
$\qquad$ as identification.
\{Notary Seal must be affixed \}

Signature of Notary Public
Print Name:
Notary Public, State and County aforesaid Commission No.:
My Commission Expires: $\qquad$

Signed, sealed, and delivered in the presence of:

Print Name: $\qquad$
$\qquad$
Print Name: $\qquad$

STATE OF $\qquad$
COUNTY OF $\qquad$
The foregoing instrument was acknowledged before me by means of $\square$ physical presence oronline notarization, this $\qquad$ day of $\qquad$ , 2023, by $\qquad$ , as of CLAY COUNTY, a political subdivision of the State of Florida, on behalf of the political subdivision. Such person $\square$ is personally known to me or $\square$ has produced
$\qquad$ as identification.
$\square$ Signature of Notary Public
Print Name: $\qquad$
Notary Public, State and County aforesaid
Commission No.:
My Commission Expires: $\qquad$

## ACKNOWLEDGEMENT AND CONSENT

CATHEDRAL OAK, LLC, a Florida limited liability company, hereby acknowledges and consents to the foregoing Assignment and Assumption of Agreement for Permanent Easement for Drainage between Shadowlawn Community Development District, a local unit of specialpurpose government organized and existing under the laws of the State of Florida, and CLAY COUNTY, a political subdivision of the State of Florida.

Signed, sealed, and delivered in the presence of:

Print Name: $\qquad$

## ASSIGNEE:

CATHEDRAL OAK, LLC, a Florida limited liability company

By: $\qquad$
Name: $\qquad$
Title: $\qquad$
Print Name: $\qquad$

STATE OF $\qquad$

## COUNTY OF

$\qquad$
The foregoing instrument was acknowledged before me by means of $\square$ physical presence
oronline notarization, this $\qquad$ day of $\qquad$ , 2023, by $\qquad$ , as
$\qquad$ of CATHEDRAL OAK, LLC, a Florida limited liability company, on behalf of the company. Such person $\square$ is personally known to me or $\square$ has produced
$\qquad$ as identification.
\{Notary Seal must be affixed \}

Signature of Notary Public
Print Name:
Notary Public, State and County aforesaid Commission No.:
My Commission Expires: $\qquad$
[end of signature pages]

## CATHEDRAL OAK PARKWAY PHASE 3

being a replat of a portion of plat "a" of the florida farms and industries company's property, REPLAT OF A PORTION OF PLAT "A" OF THE FLORIDA FARMS AND INDUSTRIES COMPANY'S PROPERTY,
IN
IN

CAPTION
PARCEL
 For a Point of Reference, commence ot the intersection of the Northerly line of soid Section 33 with the Easterly
right of woy line of County Rood No. 218, or or foot right of way per Florida Department of Tronsportation Riight of way Map Section No. 7 .
to the Point of Beginning.








































PARCEL 1 (continued)








Containing 29.63 acres, more or less.

PARCEL 2
 For a Point of Reference, commence ot the intersection of the Northery line of soid Section 33 with the Westerly
right of woy line of County Rood No. 218, a 100 foot right of woy per Florida Department of Tronsportation Right







 5.20 acres more or less

ADOPTION AND DEDICATION
 subdivision of the stote of Florida, hereinafter "Dedicators", ore the lawful owners of the lands described in the
saption hereon and that they have coused the same to be surveyed and subdivided, ond that this plot known os


$\qquad$

DEDICATOR
hacowland Community Development District arocal unit of special-purpose government organized
and existing under the laws of the State of Florida
${ }^{B Y}$ :
Tite: -----------------------

Printed Name
STATE OF $\qquad$ COUNTY OF
he freagoing instrument was ocknowledged before moe by means of [-_] physical presence or $[-]$ onlin
 Notary Public, State of _____-_ at Large
$\qquad$
Printed Name

DEDICATOR
School District of Clay County, Forida
a political subdivision of the Stote of Florida

## whess

${ }^{B Y}$ :

$\qquad$
state of $\qquad$ COUNTY OF


$\overline{\text { Notary Public, State of }}$
Printed Name
a

CATHEDRAL OAK PARKWAY PHASE 3
being a replat of a portion of plat "A" of the florida farms and industries company's property, A PORTION OF SECTIONS 33 AND 34, TOWNSHIP 5 SOUTH, RANGE 25 EAST, OF SAID COUNTY.


SURVEYOR'S CERTIFICATE
Know oll men by these presents, that the undersigned. being currently licensed and registered by the Stote
of Florida os a Professional Surveyor ond Mopper, does hereby certify that the obove plot is a otrue ond correct representation of the lands surveyed, platted and described, ond was made under the undersigned's responsibe adirection ond asuervision,
Port 1, Chopter 17, Florida Statutes.
signed ond seoled this $\qquad$ 2023.

Bob L. Pittmon
Profesion
States ofruevor and Mapper
Slorido Registered Surveyor No. 4827

UTLTES


Owner
 1845 Town Communterity Devel Suite
Crange Park, Floridal 32003

Surveyor
ETM Survering \& Mapping, Inc
14775 Old St. Auuustine Road
14755 Od St. Augustine Road
Jacksonvile, Florido 32258
Owner
School District of Clay County, Florido
goo Walnut Street
900 Walnut Street
Green Cove Springs, Florida 32043

COUNTY COMMISSIONERS' APPROVAL
Examined ord opproved this ___-_ day of _-_____ 2023 by the Board of County Commissioners, Clay
County Florida.

Tora S. Green, Clay County Clerk of Court
ond Comptroler Ex Officio Clerk of the Board
department of economic and development services approval
$\qquad$

## COUNTY DEPARTMENT OF ENGINEERING APPROVAL

$\overline{\text { Richord Smith, P.E., Director }}$

SURVEYOR'S CERTIFICATE OF REVIEW
The undersigned surveyor hereby certifies that he has reviewer this plat on behalf of clay County, Forida, in
accordance with the requirements of hopoter 177.081 (1). Florids statutes,


| Signed: |
| :--- |
| Print Name |

int Name: John S. Adams
For: Bartram Trail Surveying, Inc.

CLERK'S CERTIFICATE

Tara S. Green, Clay County Clerk of Court

PREP-RED BY:
ETM SURVEYING \& MAPPING, INC. 14775 OLD ST. -UGUSTINE RO-D -CKSONVILLE, FL 32258 (904) 642-855





PREP-RED BY
 100


CATHEDRAL OAK PARKWAY PHASE 3
BEING A REPLAT OF A PORTION OF PLAT "A" OF THE FLORIDA FARMS AND INDUSTRIES COMPANY'S PROPERTY, A PORTION OF SECTIONS 33 AND 34, TOWNSHIP 5 SOUTH, RANGE 25 EAST, OF SAID COUNTY.




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| CURVE TABLE |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| CURVE | Radius | $\underset{\substack{\text { CENTRAL } \\ \text { ANCLE }}}{ }$ | $\begin{aligned} & \text { ARC } \\ & \text { LENGTH } \end{aligned}$ | CHord bear | $\begin{gathered} \text { CHORD } \\ \text { CIITANCE } \end{gathered}$ |
| C1 | 2080.50' | 25088'14" | 912 | S77'39'55"E | 905.47' |
| C2 | 2085.50' | 5:33'311" | 202.33' | S67'52'33 ${ }^{\text {" }}$ E | 202.2 |



PREP-RED BY:




CATHEDRAL OAK PARKWAY PHASE 3
BEING A REPLAT OF A PORTION OF PLAT "A" OF THE FLORIDA FARMS AND INDUSTRIES COMPANY'S PROPERTY, A PORTION OF SECTIONS 33 AND 34, TOWNSHIP 5 SOUTH, RANGE 25 EAST, OF SAID COUNTY.


PREP-RED BY:
 14775 OLD ST. -UGUSTINE RO-D J-CKSONVILLE, FL 32258 (904) $642-8550$
CERTIFIC-TE OF -UTHORIZ-TION No. L.B. 3624
being a replat of a portion of plat "a" of the florida farms and industries company's property, AS RECORDED IN PLAT BOOK 2, PAGE 27 OF THE PUBLIC RECORDS OF CLAY COUNTY FLORIDA, TOGETHER WITH A PORTION OF SECTIONS 33 AND 34, TOWNSHIP 5 SOUTH, RANGE 25 EAST, OF SAID COUNTY.



LEGEND


CATHEDRAL OAK PARKWAY PHASE 3
being a replat of a portion of plat "a" of the florida farms and industries company's property, A PORTION OF SECTIONS 33 AND 34, TOWNSHIP 5 SOUTH, RANGE 25 EAST, OF SAID COUNTY.


CATHEDRAL OAK PARKWAY PHASE 3
BEING A REPLAT OF A PORTION OF PLAT "A" OF THE FLORIDA FARMS AND INDUSTRIES COMPANY'S PROPERTY, A PORTION OF SECTIONS 33 AND 34, TOWNSHIP 5 SOUTH, RANGE 25 EAST, OF SAID COUNTY.

UNPLATTED LANDS OF SECTION 34 RANGE 25 EAST

UNPLATTED LANDS OF
SECTION 34
TOWNSHIP 5 SOUT
RANGE 25 EAST



BEING A REPLAT OF A PORTION OF PLAT "A" OF THE FLORIDA FARMS AND INDUSTRIES COMPANY'S PROPERTY, A PORTION OF SECTIONS 33 AND 34, TOWNSHIP 5 SOUTH, RANGE 25 EAST, OF SAID COUNTY.


UNPLATTED LANDS OF
SECTION 34
RANGE 25 EAST
UNPLATTED LANDS OF SECTION 34 RANGE 25 EAST




PREPARED BY: ETM SURVEYING \& MAPPING, IN 14775 OLD ST. AUGUSTINE ROA ACKSONVILLE, FL 32258 (904) 642-8550 CERTIFICATE OF AUTHORIZATION NO. L.B. 3624



# SHADOWLAWN COMMUNITY DEVELOPMENT DISTRICT 



## CLAY COUNTY

## AGREEMENT/CONTRACT 2017/2018-70 AM1

## AMENDMENT TO ROADWAY CONSTRUCTION IMPACT FEE CREDIT AGREEMENT

This Amendment to Roadway Construction Impact Fee Credit Agreement (the Agreement) is made and executed as of this $\qquad$ day of May, 2023, by and between CLAY COUNTY, FLORIDA, a political subdivision of the State of Florida (the County), SHADOWLAWN COMMUNITY DEVELOPMENT DISTRICT, a community development district organized pursuant to Chapter 190, Florida Statutes (the District), and CATHEDRAL OAK, LLC., a Florida corporation (Cathedral), a successor in interest to REINHOLD CORPORATION, a Florida corporation (Reinhold)).

## Recitals

WHEREAS, on March 27, 2018, the County and Reinhold entered into that certain Funding Agreement for the Construction of the County Road 218 Extension (\#2017/2018-69) (the Funding Agreement), in which Reinhold agreed to fund the construction and dedication of approximately 1.5 miles of roadway extending County Road 218 (the "CR 218 Extension" aka "Cathedral Oak Parkway") from the vicinity of Shadowlawn Elementary School to a proposed interchange at the First Coast Expressway, a roadway to be constructed by the Florida Department of Transportation; and,

WHEREAS, on March 27, 2018, the County and Reinhold also entered into that certain Roadway Construction Impact Fee Credit Agreement (\#2017/2018-70) (the Impact Fee Credit Agreement) in which the County agreed to provide credit (the Credit) for the construction and dedication of the CR 218 Extension; and,

WHEREAS, the Impact Fee Credit Agreement was adopted subject to the provisions of

Ordinance 2017-30, establishing a road impact fee, and Ordinance 2018-14, amending certain provisions relating to road impact fees (together, the Impact Fee Ordinance); and,

WHEREAS, Section 8 of the Impact Fee Credit Agreement anticipates the possibility of the County replacing impact fees with another form of exaction, such as mobility fees, and provides for amendment of the Impact Fee Credit Agreement to reflect compliance with the new form of exaction and in order to maintain the value or viability of the credit provided in the Impact Fee Credit Agreement; and,

WHEREAS, on October 27, 2020, the County adopted Ordinance No. 2020-39, known as the Clay County Mobility Fee Ordinance (the Mobility Fee Ordinance), which imposes Mobility Fees, as that term is defined in the Mobility Fee Ordinance, on New Construction, as that term is defined in the Mobility Fee Ordinance, and which provides for credit to be granted against the imposition of Mobility Fees for the donation of right-of-way and construction and dedication of all or any portion of a Designated Mobility Improvement as that term also is defined by the Mobility Fee Ordinance; and,

WHEREAS, the Mobility Fee Ordinance established Mobility Districts within which Mobility Fees collected by the County shall be expended for improvements to Designated Mobility Improvements; and,

WHEREAS, the District, Reinhold and Cathedral, as of the date of this Agreement, are collectively the owners of record of approximately 10,125 acres of real property in the County (the Property), depicted on a map attached as Exhibit A and made a part hereof; and,

WHEREAS, the Property is located in the Lake Asbury/Green Cove Springs Mobility Fee District (the LA/GCS Mobility District), as described in the Mobility Fee Ordinance; and,

WHEREAS, a portion of the Property is located within the Lake Asbury Master Plan
(LAMP); and,
WHEREAS, the CR 218 Extension is a Designated Mobility Improvement and is identified as an Adequate Public Facility (APF) road in LAMP; and,

WHEREAS, on November 9, 2022, the County and the District entered into an Interlocal Agreement (\#2022/2023 - 30) ( the Interlocal Agreement) in which the County and the District acknowledged and agreed to the assignment of the Funding Agreement and the Impact Fee Credit Agreement by Reinhold to the District, with the District accepting all rights, obligations, and liabilities under the Funding Agreement and Impact Fee Credit Agreement; and,

WHEREAS, the administration of the credit against the imposition of Mobility Fees and APF requirements in LAMP for New Construction which may occur on the Property is the responsibility of the Mobility Fee Coordinator, as identified in the Ordinance; and,

WHEREAS, the District and the County desire to amend and replace in its entirety the Impact Fee Credit Agreement so as to reflect compliance with the Mobility Fee Ordinance and LAMP in addressing transportation needs arising from New Construction which may occur on the Property in the future and in order to maintain the value or viability of the credit provided in the Impact Fee Credit Agreement; and,

WHEREAS, Cathedral is a successor in interest to Reinhold on matters relating to the Property moving forward; and,

WHEREAS, the District and the County desire to delineate their respective rights and obligations with regard to the credit against Mobility Fees and APF requirements to which the District and its successors and assigns shall become entitled following donation of the right-ofway and related easements and completion of the construction and dedication of the CR 218 Extension to the County; and,

WHEREAS, the District desires to delineate its rights and obligations with regard to the donation of the right-of-way and easements, completion of the construction and dedication of the CR 218 Extension to the County, and re-assignment of credit against Mobility Fees and APF requirements.

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, however, that if the recitals and a substantive provision of this Agreement are in direct conflict and cannot be reconciled, then the substantive provision shall control.
2. Credit. Cathedral, the District, and the County agree that the District shall receive credit against Mobility Fees and APF requirements (Credit) for the donation of the right-of-way and easements and the construction and dedication of the CR 218 Extension.
a. Calculation of Credit. The District agrees to the Credit of $\$ 17,751,820$ for the donation of right-of-way (29.63 acres) and related easements (28.89 acres) to the County and for the completion of the construction and dedication of the CR 218 Extension to the County, as provided in the Impact Fee Credit Agreement pursuant to its reference to Section 3.08D of the Impact Fee Ordinance. A breakdown of the Credit is attached hereto as Exhibit B.
b. Schedule of Credit. The obligations and timing related to the construction, dedication, and acceptance of the CR 218 Extension are set forth in the Funding Agreement.
i. Cathedral shall convey the right-of-way (29.63 acres) to the District by deed and provide a permanent easement for drainage ( 28.89 acres) to the District. Thereafter,
the District shall donate the right-of way and easements to the County. The donation of the right-of-way to the County shall be accomplished by dedication through plat. Upon such dedication and acceptance of the right-of-way (29.63 acres), the County shall issue $\$ 3,200,040$ in Credit to the District. Upon assignment to the County of the permanent easement for drainage (28.89 acres), the County shall issue $\$ 2,808,108$ in Credit to the District. The Credit is subject to adjustment consistent with any automatic adjustments to the Mobility Fee as provided in Section 3.10 of the Mobility Fee Ordinance on October 1 of each year by any percent change for the previous Fiscal Year. If the right-of-way is donated prior to the commencement of the construction of the CR 218 Extension, the District or Cathedral and its affiliates shall be permitted to continue any existing use of any portion of the right-of-way for access, drainage, fire management and other best management practices for the continued use of the Property for permitted uses in the Agriculture zoning district and for the road construction. The District 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 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 the District'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 the District or Cathedral (or its affiliates) or any other person or entity, for any purpose whatsoever in relation to the District use of the right-of-way prior to commencement of construction or
during construction. Cathedral (and its affiliates) 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 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 Cathedral'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 Cathedral or any other person or entity, for any purpose whatsoever in relation to Cathedral's use of the right-of-way prior to commencement of construction or during construction. The District and Cathedral acknowledge that the County shall not be required to perform any maintenance in connection with such continued use. Also prior to acceptance of the CR 218 Extension, the right-of-way and easements may be subject to minor adjustments based on site conditions, utilities, and/or to accommodate final permitting and design. The District and Cathedral shall be responsible for any required modifications to the recorded plat arising from such minor adjustments.
ii. Upon construction, dedication and acceptance of the CR 218 Extension, the County shall issue $\$ 11,743,672$ in Credit to the District. The Credit is subject to adjustment consistent with any automatic adjustments to the Mobility Fee as provided in Section 3.10 of the Mobility Fee Ordinance on October 1 of each year by any percent change for the previous Fiscal Year. The required construction, in order to be accepted, shall include the following and be found
to be in compliance with applicable County and Florida Department of Transportation standards and regulations:

| CR 218 Extension | Existing CR 218 to First Coast Expressway | Suburban | 1.45 | New Construction 2 Lanes of a Future 4 Lanes with Paved Shoulders Outside and Curb Median |
| :---: | :---: | :---: | :---: | :---: |
| Intersection Improvements | a) Western terminus to existing CR 218 | Rural | 0.35 | Mill and Resurface 2 Lanes |
|  |  | Rural | 0.20 | Add Additional Lane |
|  |  | Other | 0.35 | Two Directional Shared Use Path |
|  | b) Mill + Resurface on north and south approaches | Rural | 0.40 | Mill and Resurface 2 Lanes |
|  | c) Add / Extend turn lanes on north and south approaches | Rural | 0.25 | Add Additional Lane |

c. Use and Transferability of Development Fee Credit. The Credit may be used to satisfy Mobility Fees for New Construction on the Property or portions thereof. The use of the Credit hereunder shall be on a dollar-for-dollar basis and shall not be limited in time nor restricted to any particular land uses or lands within the Property. The District or Cathedral (each and collectively, a Credit Holder) may own and hold Credit and shall be entitled to use the Credit or transfer all or any portion of the Credit to subsequent transferees of the Property (Transferee) for use in New Construction on the lands purchased and owned by the Transferee within the Property. Likewise, a Transferee shall be entitled to transfer all or any portion of its Credit to the Transferee's successors in title on lands formerly owned by the Transferee and within the Property. Credit in excess of the Mobility Fees for New Construction within the Property may be transferred by a Credit Holder to owners or applicants for New Construction within the LA/GCS Mobility District or transferred otherwise in accord with the provisions of Section 163.31081, Florida Statutes.
d. $\quad$ APF Credit. Upon dedication and acceptance of the plat(s) of the right-ofway, 13.95 acres of such right-of-way may be used to satisfy in whole or in part the APF requirement imposed by LA TRA Policy 1.1.3 of LAMP for New Construction on the Property.
3. The County's Obligations. The County, through its Mobility Fee Coordinator, shall:
a. Deliver to the Credit Holder 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 successors of any Credit, the dollar amount of the Credit transferred, and a description of the lands for 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 Fees within the Property, when a Credit Voucher from the Credit Holder, a Transferee, or 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 the Credit Holder, a Transferee, or its successor, as applicable; and issue such documentation as is necessary to reflect the amount credited against those Mobility Fees due.
d. Not be responsible for determining whether any particular Credit Voucher is valid as between the Credit Holder or any Transferee or successor, as applicable, for any development, 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 development at the time any Mobility Fee is otherwise due.
e. Periodically, any Credit Holder may request from the County the opportunity to inspect and copy Credit Vouchers accepted by the County. If, based upon its inspection of such Credit Vouchers, a Credit Holder believes that the County has accepted invalid Credit Voucher(s) or has otherwise processed Credit Voucher(s) improperly, the Credit Holder may notify the County of an objection to such Credit Voucher(s). Upon receipt of the objection,
the County shall make any necessary adjustments to the County's ledger and take whatever steps are lawfully available to the County to withhold, suspend, or revoke any permits, plans, or other approvals issued based upon the acceptance of such Credit Voucher(s). If the County determines that the Credit Voucher(s) to which there was an objection are valid and were 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 of Mobility Fees due where no Credit Voucher is presented from a Credit Holder, a Transferee, or a successor. Any such payment is non-refundable.
4. Credit Holder Obligations. A Credit Holder and any Transferee or successor, as applicable, shall:
a. Provide to the County written notification of any transfer of Credit to a Transferee, executed by the Credit Holder 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 for 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 the Transferee's lands for which the Credit may be used.
c. Require that construction of the CR 218 Extension be in accord with this Agreement, the requirements of the Clay County Code, and the Florida Department of Transportation standards and regulations, as applicable.
5. Credit Vouchers. A Credit Voucher shall be submitted to and accepted by the County no later than such time(s) the applicable Mobility Fee is otherwise due; submittal may be made for acceptance of multiple fees under a single application.
6. $\quad$ Annual Report. On or before January 31 of each year, commencing January 31 of the year following the year in which the Credit is determined and for so long as there remains any Credit under this Agreement, a Credit Holder or a Transferee, as may be designated by the District 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 the Credit remaining. If a Credit Holder disagrees with the conclusions of its annual report as compared to the County's ledger listing the use of the Credit, then the Credit Holder shall notify the County in writing and state the specific reasons for such disagreement. In the event that the Credit Holder and the County are unable to resolve such disagreement, the Credit Holder may request a meeting with the County Manager. If the County Manager affirms disagreement with the conclusions of the annual report, then the Credit Holder may pursue remedies as provided in paragraph 7.a. below.

## 7. Defaults and Remedies.

a. County/Defaults. If the County defaults in the performance of any obligation required to be performed by it under this Agreement, then any Credit Holder or any Transferee or its successor holding Credit 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 the entity which provided notice of default to 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 the County's performance as provided in this Agreement may be extended.
b. Credit Holder/Defaults. If a Credit Holder or any Transferee or its successor holding Development Fee Credit 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. The rights of non-defaulting parties under this Agreement (as among a Credit Holder, Transferees, or successors) shall not be affected by the County's enforcement action under this Section 7(b) against any Defaulting Party. 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.
8. Future Revisions. If the Mobility Fee Ordinance, Clay County Comprehensive Plan or any other Clay County land development regulation are amended to decrease, eliminate, waive (temporarily or permanently), or otherwise revise the Mobility Fees or replace any or all of the Mobility Fees 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 the District or Cathedral to request the County to amend this Agreement in a manner which may maintain the value or viability of the then remaining Credit. The parties agree that the

Mobility Fees to which the Credit may be applied shall be those in effect at the time the Mobility Fees for applicable new development would otherwise be due.

## 9. Miscellaneous Provisions.

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:

Notices, demands and communications to the County:
Clay County
Attn: County Manager
P. O. Box 1366

Green Cove Springs, Florida 32043
With copy to:
Clay County
Attn: County Attorney
P. O. Box 1366

Green Cove Springs, Florida 32043
Notices, demands and communications to the District:
Shadowlawn Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager
With a copy to:
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel
Notices, demands and communications to Cathedral:

Cathedral Oak, LLC.,
Attn: George M. Egan
1845 Town Center Boulevard, Suite 105
Fleming Island, Florida 32003
With a copy to:
Rogers Towers, P.A.
Attn: T.R. Hainline, Esq.
1301 Riverplace Blvd., Suite 1500
Jacksonville, Florida 32207
b. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns. The District or Cathedral may assign any or all of its rights and obligations under this Agreement. In the event of such assignment, the term District or Cathedral in this Agreement, respectively, shall refer to such assignee(s). At least thirty (30) days prior to any such assignment, a notice of such assignment shall be provided to the County. As stated in the recitals above, Reinhold assigned its rights and obligations under the Funding Agreement and Impact Fee Agreement to the District. As currently contemplated, the District will assign to Cathedral the Credits it receives for the donation of right-of-way and easements and construction and dedication of the CR 218 Extension. Upon such assignment, Cathedral shall own and hold the Credits as a Credit Holder and as an owner of the Property, as defined in subsection 2.b. herein, and shall be authorized to submit documentation to the County and seek approval of the amount of the Credit as provided in subsection 2.b. herein.
c. 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.
d. Voluntariness. The parties have voluntarily entered into this Agreement in consideration of the benefits and the rights of the parties arising hereunder.
e. $\quad$ 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 Headings. 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.
i. Amendment to Agreement. 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. Time is of the Essence. Time is of the essence with respect to this Agreement and each of its terms and provisions.
n. This Agreement shall be binding upon the parties and their respective successors and specific assignees.
o. 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 hereunder set their hands and seals this day and year written below.
[Signature Page Follows]

## SHADOWLAWN COMMUNITY DEVELOPMENT DISTRICT

By:
Printed
Name:

Chair

CATHEDRAL OAK, LLC.

By:
Printed
Name: $\qquad$
Title:

## CLAY COUNTY, FLORIDA

By:
Betsy Condon, Chairman

ATTEST:

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

F:\Ordinanceslimpact feeltransportation\Credit Agreements\Reinhold Shadowlawn - Roadway Construction Impact Fee Credit Agreement Amendment 5.17.23 redline.docx

## EXHIBIT A

DEPICTION OF PROPERTY ON MAP


## EXHIBIT B

## CREDIT ALLOCATION

ROW 29.63 acres @\$108,000/acre ..... \$3,200,040
EASEMENTS FOR STORMWATER MANAGEMENT ..... \$ 2,808,108FACILITIES AND DRAINAGE(28.89 acres @\$108,000x.90)

## CONSTRUCTION COSTS

FUNDING AGREEMENT CREDIT
\$13,743,672
(\$2,000,000)
$\$ 11,743,672$
TOTAL CREDIT

# SHADOWLAWN COMMUNITY DEVELOPMENT DISTRICT 

## MITIGATION SALES AGREEMENT

This Mitigation Sales Agreement (the "Agreement") is entered into effective as of the $\qquad$ day of
$\qquad$ , 20 (the "Effective Date") by and between Reinhold Corporation, a Florida corporation, ("Reinhold") whose address is 1845 Town Center Boulevard, Suite 105, Fleming Island, FL 32003, and Shadowlawn Community Development District, a community development district, ("Buyer") whose address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

## PREAMBLE:

Buyer is in the process of obtaining permits for a project known as CR218 Connector Roadway located in Clay County, Florida. Buyer is obtaining these permits from the St. Johns River Water Management District ("SJRWMD"), permit application number 120012-88, and the United States Army Corps of Engineers ("ACOE"), ACOE permit application number 10-0419673-001-SFI (collectively, the "Permits"). It is anticipated that SJRWMD and ACOE will impose a requirement as a condition to granting the Permits that certain mitigation credits be purchased by Buyer to satisfy the conditions of the Permits. Reinhold is the owner of Greens Creek Mitigation Bank (the "GC Bank"), a mitigation bank with freshwater UMAM mitigation credits under SJRWMD Permit Number 4-019-120012-1 (the "State Credits") and with UMAM freshwater mitigation credits under ACOE Instrument Number 20084255 (the "Federal Credits"). Reinhold desires to sell Credits to Buyer for the purpose of meeting Buyer's requirements under the Permits. Buyer has determined that the State Credits and Federal Credits available from Reinhold will meet Buyer's needs. Buyer therefore desires to obtain an option to acquire Credits from Reinhold.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein and the payment of the Deposit, hereinafter defined, the receipt and sufficiency of which are acknowledged, Reinhold and Buyer agree as follows:

1. Recitals. The recitals set forth in the Preamble are material parts of this Agreement, are correct, and are incorporated herein by reference.
2. Reservation. Reinhold hereby reserves 7.02 State Credits for Buyer and 7.47 Federal Credits for Buyer ("Reserved UMAM Credits"), which credits shall be explicitly specified and set forth in the Reservation Letter as provided for in Paragraph 4 hereof (the "Reservation").
3. Purchase Price. The purchase price to be paid by Buyer to Reinhold for the paired State and Federal Credits shall be One Hundred Fifteen Thousand Dollars $(\$ 115,000)$ per paired credit ("Paired UMAM Credits"). The purchase price to be paid by Buyer to Reinhold for the Federal UMAM Credits in excess of the Paired UMAM Credits shall be Forty Thousand Dollars $(\$ 40,000)$ per excess Federal UMAM Credit. Based on $\underline{7.02}$ Paired UMAM credits and $\underline{0.45}$ excess Federal UMAM Credits, the total purchase price shall be Eight Hundred Twenty-Five Thousand Three Hundred Dollars ("Purchase Price"). The Purchase Price is to be paid by Buyer to Reinhold for the credits reserved by Reinhold and shall be paid via Buyer's certified check or wire transfer of immediately available funds at Closing (as defined herein).
4. Reservation Letter. Following Buyer's and Reinhold's execution of this Agreement and upon Buyer's request, Reinhold will address a Reservation Letter to the SJRWMD and ACOE (if required) detailing the specific Reserved UMAM Credits reserved by Reinhold, and will provide a copy to the Buyer. The specific credits set forth in Paragraph 2 shall constitute the Paired UMAM Credits and excess Federal UMAM

Credits under this Agreement, which shall be referred collectively as the "Reserved UMAM Credits".
5. Term. The Sales and Reservation shall commence upon the Effective Date and shall expire on December 31, 2023 (the "Expiration Date").
6. Deposit. Upon execution of this Agreement, Buyer shall pay to Reinhold the sum of \$ZERO DOLLARS (hereinafter the "Deposit"). Unless otherwise indicated, the Deposit shall be applied against the total Purchase Price. The Deposit shall be non-refundable to Buyer unless (a) Reinhold breaches this Agreement in which event the Deposit shall be fully refundable to Buyer or (b) Buyer terminates this Agreement prior to the issuance of both the SJRWMD and ACOE permit.
7. Purchase of Reserved Credits. Buyer may exercise its right to purchase the Reserved UMAM Credits by providing Reinhold notice in writing at any time prior to the Expiration Date for all or any portion of the Reserved UMAM Credits not previously terminated by Buyer pursuant to the provisions of this paragraph 7. Any changes in the number of State or Federal credits needed shall require an amendment to this Agreement.
8. Closing/Transfer of Credit Pairs. Buyer must pay Reinhold the full Purchase Price prior to the earlier of the following events: (a) the commencement of any land clearing or work activities pursuant to the SJRWMD or ACOE permits as having mitigation in place before work begins is generally a requirement of said permits; or (b) expiration of the term of this Agreement. To purchase the Reserved UMAM Credits, Buyer shall notify Reinhold of the means of Buyer's payment to Reinhold. Upon receipt of the Purchase Price, Reinhold shall, within 15 calendar days, transfer the amount of Reserved UMAM Credits indicated in Buyer's notice, or in the SJRWMD and/or ACOE Permit issued prior to the Expiration Date of this Agreement, and for which Buyer has paid the Purchase Price. Reinhold and Buyer shall cooperate in notifying the appropriate governmental agencies that such transfer of the Reserved UMAM Credits is complete.

## 9. Effect of Condemnation or Regulatory Action

a) Condemnation. If the Bank property or any part(s) thereof are individually or collectively taken involuntarily prior to Closing pursuant to eminent domain proceedings, or if such involuntary proceedings are commenced prior to Closing, and as a result Reinhold determines that it will be unable to transfer any or all of the Reserved Credits to Buyer at Closing as specified in this Agreement, then either Buyer or Reinhold may terminate this Agreement by providing written notice at any time prior to Closing (as defined herein) and Buyer's Deposit shall be refunded. If this Agreement is terminated as provided in this subsection, neither party shall have any further rights or obligations hereunder, except as expressly provided herein. Reinhold covenants not to request or consent to any condemnation action that would result in Reinhold's inability to transfer the Reserved UMAM Credits to Buyer at Closing as specified in this Agreement without Buyer's approval.
b) Reinhold Regulatory Action. If Reinhold is unable to transfer the Reserved UMAM Credits to the Buyer as provided in this Agreement because of the action or order of any regulatory agency, regardless of whether or not Reinhold has contested or challenged such action or order, Reinhold may terminate this Agreement by providing written notice to Buyer at any time prior to Closing. If Reinhold elects to
terminate this Agreement as provided in this subsection, the Deposit shall be refunded to Buyer and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.
c) Buyer Regulatory Action. If Buyer is prevented by any regulatory agency from acquiring the Reserved UMAM Credits from Reinhold as provided in this Agreement, or if Buyer's mitigation plan is not approved by the SJRWMD or ACOE, Buyer may terminate this Agreement by providing written notice to Reinhold at any time prior to Closing, the Deposit shall be refunded to Buyer, and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.
10. Reinhold's Representations and Warranties. Reinhold hereby makes the following representations and warranties:
a) Authorization, Execution and Delivery. This Agreement has been duly authorized, executed and delivered by all necessary action on the part of Reinhold, constitutes the binding agreement of Reinhold and is enforceable in accordance with its terms.
b) Availability and Reservation of the Reserved UMAM Credits. As of the date of this Agreement, Reinhold has enough State and Federal Credits to satisfy Reinhold's obligations under this Agreement and such State and Federal Credits are approved by all requisite governmental agencies. During the period beginning on the Effective Date and ending upon: (i) Closing or (ii) termination of this Agreement prior to Closing, Reinhold will not sell, or contract for the sale of, Credits from the GC Bank in an amount that would cause the GC Bank's outstanding Credits balance at Closing to be less than the number of Credits necessary to satisfy Reinhold's obligations under this Agreement. Reinhold shall take all actions reasonably necessary both before and after closing to enforce, defend and maintain the Reserved UMAM Credits and Buyer's right thereto.
c) Validity. SJRWMD Permit Number 4-019-120012-1 and ACOE Instrument Number 2008-4255 (the "Credit Permits") are valid and in effect as of the date of this Agreement and Reinhold is in compliance with the requirements of the Credit Permits.
11. Buyer's Representations and Warranties. Buyer hereby makes the following representations and warranties.
a) Authorization, Execution and Delivery. This Agreement has been duly authorized, executed and delivered by all necessary action on the part of the Buyer, constitutes the valid and binding agreement of the Buyer and is enforceable in accordance with its terms.
b) In entering into this Agreement, Buyer has not been induced by, and has not relied upon, any representations, warranties or statements, whether express or implied, made by Reinhold or any agent, employee or other representative of Reinhold, which are not expressly set forth herein.
c) Buyer shall take all actions reasonably necessary to obtain its SJRWMD and ACOE permits as contemplated herein.
12. Notices. Any notice required hereunder shall be given in writing and shall be sent by registered or certified mail, return receipt requested, hand delivered or deposited into a recognized overnight courier service to the parties hereto at the following addresses:

REINHOLD: Reinhold Corporation<br>1845 Town Center Boulevard, Suite 105<br>Fleming Island, Florida 32003<br>Attention: George Egan<br>WITH COPY TO: Bill Schroeder<br>Mitigation Development Services<br>9995 Gate Parkway North, Suite 330<br>Jacksonville, Florida 32246<br>Shadowlawn Community Development District<br>c/o Wrathell, Hunt \& Associates, LLC<br>2300 Glades Road, Suite 410W<br>Boca Raton, FL 33431

## WITH COPY TO:

Notices will be deemed received when delivered if hand delivered or one business day after being sent by overnight delivery via a recognized overnight courier service or 3 business days after depositing same in the U.S. Mail if sent via registered or certified mail. If the time period or date by which or on which any right or election provided under this Agreement must be exercised, or by which or on which any act required hereunder must be performed, or by which or on which any notice or demand must be given or received, expires or occurs on a Saturday, Sunday or a holiday observed by local, state or Federal governments or state chartered or national banks in the State of Florida, then such time period or date shall be automatically extended through 5:00 p.m. of the next day which is not a Saturday, Sunday or such a holiday.
13. No Interest in Land Created. This Agreement is not an agreement for the conveyance of any interest in land, and does not create any legal or equitable interest in any of Reinhold's lands.
14. Default/Remedies. In the event of Buyer's default hereunder, Reinhold shall be entitled to terminate the Agreement and retain the Deposit as its sole and exclusive remedy hereunder. In the event of Reinhold's default hereunder, the Buyer may terminate the Agreement and receive a refund of its Deposit and any portion of the Purchase Price paid by Buyer to Reinhold for which Buyer received no transfer of Reserved UMAM Credits. Neither Buyer nor Reinhold shall be liable for any consequential, special, punitive and exemplary damages of any nature under this Agreement. If Buyer fails to timely pay the Purchase Price for any Reserved UMAM Credits, then Reinhold may terminate this Agreement and seek the return of the Reserved UMAM Credits from the appropriate governmental agencies.
15. Non-Disclosure. Buyer and Reinhold agree that the pricing and terms of this Agreement are confidential, and that both Buyer and Reinhold are strictly prohibited from disclosing the pricing and terms of this Agreement.
16. Attorneys' Fees. In connection with any litigation, including pretrial, trial, appellate or bankruptcy or collection proceedings, arising out of, under or relating to this Agreement, or in connection with any action for rescission of this Agreement, the prevailing party shall be entitled to recover from the other party such prevailing party's actual, reasonable, out-of-pocket costs and reasonable attorneys' and paralegals' fees.
17. Severability. If any provisions of this Agreement are held to be illegal or invalid, the other provisions shall remain in full force and effect.
18. Binding Effect. The obligations and covenants of this Agreement shall bind and benefit the successors, personal representatives, heirs and permitted assigns of the parties hereto.
19. Captions. The captions for each paragraph of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, or the intent of any provision hereof.
20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively but one instrument.
21. Electronic Signatures. Facsimile or other electronic signatures of this Agreement shall be deemed binding on all parties.
22. Governing Law; Venue. The laws of the State of Florida shall govern the validity, enforcement, and interpretation of this Agreement. The obligations of the parties are performable, and venue for any legal action arising out of this Agreement, shall lie in Clay County, Florida.
23. Entire Agreement/Amendments. This Agreement constitutes the sole and entire agreement between the parties hereto and supersedes all letters of intent, term sheets, letters of interest, understandings, promises, covenants, representations, statements, agreements and undertakings (whether written or oral), if any, with respect thereto, which may have been given, distributed, furnished or made prior to or contemporaneously with the execution and delivery of this Agreement. This Agreement may not be amended except by written agreement signed by both the parties.
24. Assignment. Buyer shall not assign this Agreement without Reinhold's consent, which shall not be unreasonably withheld or delayed. Reinhold's consent shall not be required if Buyer assigns this Agreement to a related corporate entity or a purchaser of Buyer's land.
25. Waiver. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.
26. Time of the Essence. Time is of the essence of this Agreement and each and every provision hereof.
[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

## REINHOLD:

REINHOLD CORPORATION
a Florida corporation

By:
Its:

Executed:

BUYER:
SHADOWLAWN COMMUNITY DEVELOPMENT DISTRICT
a community development district
By:

Its:
Executed:

