

**CLAY COUNTY PUBLIC SCHOOL
CONCURRENCY PROPORTIONATE SHARE
MITIGATION AGREEMENT**

**THIS SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION
DEVELOPMENT AGREEMENT** (“Agreement”) is made by and between **CLAY COUNTY, FLORIDA, a political subdivision of the State of Florida** (hereinafter referred to as “County”), whose address is 477 Houston Street, Green Cove Springs, Florida, 32043; **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida** (hereinafter referred to as “School Board”), whose address is 900 Walnut Street, Green Cove Springs, Florida, 32043; and **BRADLEY CREEK HOLDINGS LLC, a Florida limited liability corporation** (hereinafter referred to as “BC Holdings”), whose address is 2245 St. Johns Avenue, Jacksonville, Florida 32204, (collectively, the “Parties”).

RECITALS

WHEREAS, BC Holdings is the fee simple owner of that certain tract of land (Folio #s 15-05-25-009338-002-00 and portion of 16-05-25-009339-000-00) located in Clay County, Florida, more particularly described on Exhibit “A” attached hereto and incorporated herein (hereinafter “the Property”). The location of the Property described in Exhibit “A” is illustrated with a map appearing in Exhibit “B”; and further described in the School Concurrency Determination application entitled Creekview Trail CRC-19-000011-a; and

WHEREAS, BC Holdings has applied for a School Concurrency Reservation Certificate, seeking approval to develop up to 1,500 single family residential dwelling units and 300 multi-family residential dwelling units on the Property (the “Development Proposal”); and

WHEREAS, the County has enacted its Clay County Public School Concurrency Management Ordinance, which is codified in Article XI of the Clay County Land Development Regulations (the Public School Concurrency Management Ordinance); and

WHEREAS, the primary purpose of the Public School Concurrency Management Ordinance is to ensure that public schools needed to support new residential development within the County will meet Level of Service Standards, as defined therein; and

WHEREAS, the School Board staff has reviewed the application for School Concurrency Reservation Certificate and has determined that the Development Proposal meets the Level of Service Standards as to middle school and high school capacity but fails to meet the Level of Service Standard as to elementary school capacity—specifically, the Development Proposal generates 328 elementary school students which, after the consideration of applicable factors, exceeds by 264 elementary school students the capacity in the Lake Asbury Elementary School Concurrency Service Area, in which the Property is located,; and

WHEREAS, Section 163.3180(6), Florida Statutes, recognizes that school concurrency for a development is satisfied if the developer executes a legally binding commitment to provide mitigation proportionate to the demand to be generated for public school facilities, which mitigation may be in the form of a monetary payment of Proportionate Share Mitigation, as defined in and calculated pursuant to the applicable formula in the Public School Concurrency Management Ordinance; and

WHEREAS, the Parties agree that payment of Proportionate Share Mitigation for the Development Proposal in the amount of \$6,439,778.68, said amount being comprised of \$6,254,673.36 associated with the impacts of 1,500 single family dwelling units and \$185,105.32 associated with the impacts of 300 multi-family dwelling units, or \$4,169.78 per single family

dwelling unit and \$617.02 per multi-family dwelling unit, which shall provide mitigation proportionate to the demand for public school facilities to be created by the Development Proposal and shall result in a reservation of capacity for the Development Proposal of 328 elementary school students in the School Concurrency Service Area for Lake Asbury Elementary School; and

NOW, THEREFORE, in consideration of the foregoing described Proportionate Share Mitigation, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

2. **DEFINITION OF MATERIAL TERMS.** Any terms that are not defined herein are defined as set forth in the Public School Concurrency Management Ordinance.

3. **LEGALLY BINDING COMMITMENT.** The Parties agree that this Agreement constitutes a legally binding commitment by BC Holdings, and any assignees pursuant to Section 20 below, to provide Proportionate Share Mitigation for the residential dwelling units in the Development Proposal.

4. **PROPORTIONATE SHARE MITIGATION.** The Parties agree that the payment of Proportionate Share Mitigation in the total amount of \$6,439,778.68 for the Development Proposal, or \$4,169.78 per single family dwelling unit, and \$617.02 per multi-family dwelling unit, is an appropriate Proportionate Share Mitigation option for the Development Proposal and is necessary to maintain the Level of Service Standard for school

capacity in the affected Concurrency Service Area and/or Contiguous Concurrency Service Areas. BC Holdings, and its assignees pursuant to Section 20 below, shall pay to the School Board the Proportionate Share Mitigation in the form of a monetary contribution. Payment of the Proportionate Share Mitigation for each phase of single family residential development is due on a per-unit basis (\$4,169.78 per single family dwelling unit) for the number of single family residential lots shown on the approved final plat prior to the recording of the final plat for each applicable phase of the Development Proposal. Payment of the Proportionate Share Mitigation for each phase of multi-family residential development is due on a per-unit basis (\$617.02 per multi-family dwelling unit) for the number of multi-family residential units shown on the approved final construction plans approved by Clay County prior to the initiation of vertical construction of the multi-family dwelling units for each applicable phase of the Development Proposal. The Proportionate Share Mitigation is at least proportionate to the demand for Public School Facilities to be created by the additional or new residential units in the Development Proposal for which there is no Available School Capacity.

5. **SATISFACTION OF SCHOOL CONCURRENCY.** Upon final execution of this Agreement, the School Board shall issue a Finding of Available School Capacity for the Development Proposal of 1,500 single family dwelling units and 300 multi-family dwelling units. Consistent with Section 163.3180(6)(h)2.c, Florida Statutes, the School Board shall direct such Proportionate Share Mitigation toward a school capacity improvement listed in a financially feasible 5-year district Educational Facilities Plan (EFP) that satisfies the demands created by the Development Proposal for which such Proportionate Share Mitigation was paid.

6. **PAYMENT OF SCHOOL IMPACT FEES.** BC Holdings, or its assignees pursuant to Section 20 below, shall pay school impact fees pursuant to the then-applicable School Impact Fee Ordinance as and when the fees become due under such ordinance and in the

amounts as are established from time to time for new residential development in Clay County.

7. **SCHOOL IMPACT FEE CREDIT.** In accordance with Section 163.3180(6)(h)2.b, Florida Statutes, and Section 20.11-9(e), Public School Concurrency Management Ordinance, the Parties agree that the County and the School Board shall provide school impact fee credit equal to the dollar value of the Proportionate Share Mitigation payment (“School Impact Fee Credit” or “Credit”). The Credit must be applied against the total school impact fee assessed and not on the impact fee for any particular type of school. BC Holdings may assign School Impact Fee Credit (or entitlement to School Impact Fee Credit) to assignee(s) pursuant to Section 20 below.

The Proportionate Share Mitigation shall be paid prior to recording of the final plat for single family dwelling units in the Development Proposal and prior to the initiation of vertical construction for multi-family dwelling units in the Development Proposal. Upon payment of all or a portion of the Proportionate Share Mitigation due to the School Board as provided in Section 4 above, the School Board shall issue to BC Holdings, or its assignees pursuant to Section 20 below, a written School Impact Credit Ledger confirming: payment of and the dollar amount of the Proportionate Share Mitigation paid; the date of payment; the identity of the paying party; and the name/description of the subdivision final plat or multi-family development (phase) and the number of dwelling units therein for which the Proportionate Share Mitigation is being paid (collectively the “School Impact Fee Credit Ledger”). The School Board shall maintain in its records a copy of each School Impact Fee Credit Ledger issued. BC Holdings or its assignee shall also submit such a copy of the School Impact Fee Credit Ledger to the County’s Impact Fee Coordinator.

At the time of a payment of school impact fees due for a single family or multi-family dwelling unit (or payment of school impact fees for multiple single family or multi-family dwelling units) within a final plat of the subdivision or phase of a multi-family development for which there is a School Impact Fee Credit Ledger, BC Holdings or its assignee shall present a School Impact Fee Credit Voucher to the County's Impact Fee Coordinator, which will reduce the then-applicable school impact fee due for each single family dwelling unit by \$4,169.78 for each multi-family dwelling unit by \$617. 02. Both the School Board and County Impact Fee Coordinator shall deduct the amount of the School Impact Fee Credit Voucher presented from the Impact Fee Credit Ledger for the subdivision or multi-family development and maintain ongoing records of the remaining balance available on the Impact Fee Credit Ledger for the subdivision or multi-family development. By way of example, if an assignee pays \$416,978.00 in Proportionate Share Mitigation for a final plat of 100 dwelling units then thereafter when the payment of a school impact fee is due for each dwelling unit within the final plat, the Impact Fee Coordinator shall deduct \$4,169.78 from the total school impact fee due for that dwelling unit with respect to that plat.

8. **COUNTY'S OBLIGATIONS MINISTERIAL.** The County, through its Impact Fee Coordinator, shall:

a. Accept any Credit Voucher presented from BC Holdings, or an assignee through Section 20 below that is signed by the School Board for any particular development within any portion of the Property at the time any school impact fee is otherwise due, which may include acceptance of multiple fees under a single application. The Credit Voucher shall state with particularity how the Credit shall be applied to the school impact fee obligations, which are due for the proposed new development.

b. Not be responsible for determining whether any particular Credit Voucher is valid as

between BC Holdings or any assignee through section 20 below, as applicable, for any development within any portion of the Property;

c. Accept a monetary payment by an applicant of school impact fees due for a development within the Property where no Credit Voucher is presented from BC Holdings, or an assignee through Section 20 below. Any such payment is non-refundable by the County.

d. Not be responsible for tracking the balance of the Credit available to BC Holdings, or an assignee through Section 20 below, as applicable, nor be responsible for maintaining any documentation to reflect the amount credited against school impact fees due.

9. **EFFECTIVE DATE.** This Agreement shall become effective on the date it is recorded in the Public Records of Clay County, Florida (the “Effective Date”).

10. **TERM.** This Agreement shall have an initial term of twenty (20) years from the date of its full execution. However, pursuant to Section 163.3180(13)(e)1, Florida Statutes, and in consideration of the Proportionate Share Mitigation, the Parties agree to a continuing renewal of this Agreement following completion of the initial term until the Parties have completed performance of all obligations herein.

11. **LOCAL AND STATUTORY REQUIREMENTS.** It is the intent of the Parties that this Agreement be recognized as an action of the School Board and the County under Section 163.3180(6)(h)2, Florida Statutes, Article XI, Section 20.11-9, Clay County Land Development Regulations, Clay County’s home rule powers, and any other authority held by the School Board and the County to enter into such agreement. The proposed development contemplated by this Agreement is consistent with the Clay County Comprehensive Plan. This Agreement is also consistent with the applicable County Land Development Regulations.

12. **NOTICES.** Whenever any of the Parties desire to give notice to the other,

such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the Parties designate the following as the respective places for giving notice:

FOR COUNTY:

Clay County Board of County Commissioners
477 Houston Street
Green Cove Springs, Florida 32043

FOR SCHOOL DISTRICT:

School Board of Clay County, Florida
Attention: Superintendent of Schools
900 Walnut Street
Green Cove Springs, Florida 32043

FOR BRADLEY CREEK HOLDINGS LLC

Bradley Creek Holdings LLC
2245 St Johns Avenue
Jacksonville, FL 32204

with copy to:

Attorney for the School Board
School Board of Clay County, Florida
900 Walnut Street
Green Cove Springs, Florida 32043

13. **RELEASE.** When all of BC Holdings' obligations set forth herein are fully paid and performed, the School Board shall release BC Holdings from this Agreement, and when all of the County's and School Board's obligations as set forth herein are fully performed, BC Holdings shall release the School Board and the County from any and all future claims, costs or liabilities arising out of the provision of Proportionate Share Mitigation in accordance with this Agreement. These releases shall be recorded in the Official Records of Clay County, Florida, evidencing such performance.

14. **VENUE; CHOICE OF LAW.** Any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the State Court of the Fourth Judicial Circuit, in and for Clay County, Florida, the venue situs, and shall be governed by the laws of the State

of Florida.

15. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope of intent of this Agreement.

16. **NO WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

17. **EXHIBITS.** All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

18. **FURTHER ASSURANCES.** The Parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

19. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by all the Parties to this Agreement.

20. **ASSIGNMENT.** BC Holdings may assign any or all of its obligations and rights under this Agreement, including the obligation to pay Proportionate Share Mitigation or entitlement to school impact fee credits provided in Section 7 above, to one or more third party purchasers of fee simple title to all or any part of the Property. In the event of such assignment, the term "BC Holdings" in this Agreement shall refer to such assignees(s). A notice of such assignment, identifying the assignee(s) and containing an acknowledgement by the assignee(s)

of its assumption of any obligations and rights assigned to it by BC Holdings under this Agreement, shall be provided to the School Board and the County and may be recorded in the public records of the County. Any assignment of the obligation to pay Proportionate Share Mitigation shall automatically constitute a release of BC Holdings as to the amount of the Proportionate Share Mitigation specified in the assignment. By such assignment, the assignee shall be bound to pay the Proportionate Share Mitigation specified in the assignment and due under this Agreement and, upon payment by the assignee, shall be entitled to the school impact fee credit provided in Section 7 above. Any assignment of entitlement to school impact fee credits may be used by the assignee as provided in Section 7 above. The Parties hereto agree to furnish each other any additional documentation upon reasonable request providing the development status of dwelling units approved under this Agreement and the status of mitigation that has been provided, including the number of dwelling units which have been mitigated for through payments. Upon the date of any assignment of all obligations and rights under this Agreement and providing notice of such assignment to the County, the original contracting party to this Agreement, BC Holdings, shall have no further obligations or rights under this Agreement.

21. **COUNTERPARTS.** This Agreement may be executed in three (3) counterparts, each of which may be deemed to be an original.

22. **RECORDING OF THIS AGREEMENT.** The School Board agrees to record this Agreement in the Clay County Public Records within fourteen (14) days after execution.

23. **MERGER CLAUSE.** This Agreement sets forth the entire agreement among the Parties, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

24. **SEVERABILITY.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature:

Clay County, Florida, through its Clay County Board of County Commissioners, signing by and through its Chair, authorized to execute same by the Board of County Commissioners' action on this ____ day of _____, 2020.

The School Board of Clay County, Florida, signing by and through its Chair, authorized to execute same by Board action on this ____ day of _____, 2020.

Bradley Creek Holdings LLC, signing by and through its Manager, duly authorized to execute same, on this ____ day of _____, 2020.

CLAY COUNTY, FLORIDA

**CLAY COUNTY BOARD OF COUNTY
COMMISSIONERS**

By: Gayward Hendry
Its Chairman

Witness

Witness

ATTEST:

County Manager and Clerk to the Board

Dated this ____ day of _____, 2020.

* * * * *

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

**SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**

By: Carol Studdard
Its Chairman

Witness

Witness

ATTEST:

APPROVED AS TO FORM:

David Broskie
Superintendent of Schools

By: J. Bruce Bickner
Attorney for School Board

Dated this ____ day of _____, 2020.

* * * * *

BRADLEY CREEK HOLDINGS LLC

Bradley Creek Holdings LLC, a Florida limited liability corporation

By: Allen Skinner
Manager, Bradley Creek Management, LLC

Witness

Dated this _____ day of _____, 2020.

Witness

STATE OF FLORIDA

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____ in his/her capacity as Manager of Bradley Creek Holdings LLC, a Florida limited liability corporation, who acknowledged that he signed the foregoing Clay County Public School Concurrency Proportionate Share Mitigation Development Agreement on behalf of said corporation as his free and voluntary act.

WITNESS my hand and official seal this _____ day of _____, 2020, at _____, _____ County, Florida.

NOTARY PUBLIC, STATE OF FLORIDA

(Official Seal)

Print name: _____

Commission No: _____

Commission Expires: _____

_____ personally known
_____ produced identification
type: _____

Exhibit “A”
Legal Description

EXHIBIT "A"**PARCEL 1:**

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 25 EAST, SAID COUNTY; THENCE NORTH 01°16'21" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 15, A DISTANCE OF 1620.49 FEET; THENCE SOUTH 75°30'11" WEST, 1637.95 FEET; THENCE SOUTH 13°45'58" EAST, 1273.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 13°45'58" EAST, 661.63 FEET; THENCE SOUTH 29°10'17" WEST, 1030.00 FEET; THENCE SOUTH 01°42'52" WEST, 1499.88 FEET; THENCE SOUTH 05°40'00" EAST, 479.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. C-739-B (SANDRIDGE ROAD, AN 80 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 89°40'51" WEST, ALONG LAST SAID LINE, 2397.44 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1421, PAGE 1951 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00°57'35" EAST, ALONG LAST SAID LINE, 3054.11 FEET; THENCE NORTH 00°35'28" WEST, 162.42 FEET; THENCE SOUTH 89°07'29" EAST, 1558.06 FEET; THENCE NORTH 00°19'09" EAST, 316.06 FEET; THENCE SOUTH 89°48'18" EAST, 1130.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 190.47 ACRES, MORE OR LESS.

PARCEL 1 BEING ALSO DESCRIBED AS:

A parcel of land situated in Section 22, Township 5 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows: Commence at the northwest corner of said Section 22; thence on the north line thereof run South 89 degrees 48 minutes 18 seconds East, 1270.46 feet to the Point of Beginning; thence continue on said north line South 89 degrees 48 minutes 18 seconds East, 2684.23 feet; thence South 13 degrees 45 minutes 43 seconds East, 691.71 feet; thence South 29 degrees 10 minutes 53 seconds West, 1030.00 feet thence South 01 degree 43 minutes 09 seconds West, 1500.00 feet; thence South 05 degrees 40 minutes 51 seconds East, 479.78 feet to the north line of County Road No. C-739-B; thence on said north line North 89 degrees 40 minutes 51 seconds West, 2395.20 feet to the east line of those lands described in Official Records Book 1421, page 1951 of the public records of said county; thence on said east line North 00 degrees 57 minutes 35 seconds East, 3054.41 feet; thence North 00 degrees 35 minutes 28 seconds West, 489.70 feet to the Point of Beginning.

Parcel ID: 15-05-25-009338-002-00

PARCEL 2:

A PORTION OF SECTIONS 14, 15, 16 AND 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE SOUTH 89°50'19" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 14, A DISTANCE OF 106.42 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 23 (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY, ALONG THE WESTERLY AND SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 23, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 03°15'40" EAST, 2354.52 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 2: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE

SOUTHWESTERLY, HAVING A RADIUS OF 2512.00 FEET, AN ARC DISTANCE OF 4055.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 42°59'31" WEST, 3629.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: NORTH 89°14'43" WEST, 1657.65 FEET; THENCE SOUTH 00°33'04" WEST, 2748.18 FEET; THENCE SOUTH 89°41'41" WEST, 5175.78 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. C-739 (HENLEY ROAD, A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 00°22'11" WEST, 776.13 FEET; COURSE NO. 2: SOUTH 00°23'31" WEST, 266.40 FEET; COURSE NO. 3: SOUTH 00°04'56" WEST, 70.44 FEET; THENCE NORTH 89°41'41" EAST, 3901.80 FEET TO THE WESTERLY LINE OF SAID SECTION 15; THENCE SOUTH 00°32'55" WEST, ALONG LAST SAID LINE, 448.16 FEET; THENCE SOUTH 89°48'18" EAST, 1270.05 FEET; THENCE SOUTH 00°33'04" WEST, 694.77 FEET; THENCE SOUTH 00°35'28" EAST, 327.28 FEET; THENCE SOUTH 89°07'29" EAST, 1558.06 FEET; THENCE NORTH 00°19'09" EAST, 316.06 FEET; THENCE SOUTH 89°48'18" EAST, 1130.48 FEET; THENCE NORTH 13°45'58" WEST, 1273.56 FEET; THENCE NORTH 75°30'11" EAST, 1637.95 FEET TO THE EASTERLY LINE OF SAID SECTION 15; THENCE SOUTH 01°16'21" WEST, ALONG LAST SAID LINE, 1620.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 554.63 ACRES, MORE OR LESS.

PARCEL 3

A PORTION OF SECTIONS 10, 14 AND 15, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE SOUTH 89°50'19" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 14, A DISTANCE OF 430.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°50'19" EAST, ALONG LAST SAID LINE, 3749.61 FEET TO THE NORTHEASTERLY LINE OF SAID SECTION 14; THENCE NORTH 39°07'31" WEST, ALONG LAST SAID LINE, 5126.76 FEET; THENCE NORTH 39°08'40" WEST, CONTINUING ALONG LAST SAID LINE AND ITS NORTHWESTERLY PROLONGATION THEREOF, 1723.48 FEET; THENCE NORTH 89°17'55" WEST, 1056.12 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 504, PAGE 635 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00°19'40" EAST, ALONG LAST SAID LINE, 1516.12 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. C-209 (RUSSELL ROAD, A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 84°59'23" WEST, ALONG LAST SAID LINE, 618.81 FEET; THENCE SOUTH 05°00'37" WEST, CONTINUING ALONG LAST SAID LINE, 10.00 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1040, PAGE 611 OF SAID PUBLIC RECORDS; THENCE SOUTH 00°06'33" WEST, ALONG LAST SAID LINE, 1051.82 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 23 (A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED); THENCE EASTERLY, SOUTHERLY, SOUTHWESTERLY, NORTHEASTERLY AND SOUTHEASTERLY, ALONG THE NORTHERLY AND EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 23, RUN THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 79°50'08" EAST, 399.09 FEET; COURSE NO. 2: SOUTH 12°36'40" WEST, 397.74 FEET; COURSE NO. 3: SOUTH 64°33'27" WEST, 216.61 FEET TO THE ARC OF A CURVE LEADING EASTERLY; COURSE NO. 4: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2836.00 FEET, AN ARC DISTANCE OF 1057.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 67°45'09" EAST, 1051.18 FEET; COURSE NO. 5: NORTH 64°35'51" EAST, 343.10 FEET; COURSE NO. 6: NORTH 80°32'23" EAST, 132.41 FEET; COURSE NO. 7: SOUTH 83°00'12" EAST, 90.10

**Exhibit “B”
Location Map**

Bradley Creek

Concept Land Use and Density Plan

