

**FIRST AMENDMENT TO CLAY COUNTY PUBLIC SCHOOL CONCURRENCY  
PROPORTIONATE SHARE MITIGATION AGREEMENT - AMENDED**

**[CLAY COUNTY AGREEMENT/CONTRACT #2020/2021-134]**

This **FIRST AMENDMENT TO CLAY COUNTY PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT - AMENDED** (“First Amendment”) is made and entered into as of \_\_\_\_\_, 2024 amongst **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 **CREEKVIEW GP, LLC**, a Delaware limited liability company (hereinafter referred to as “Creekview”), whose address is 7807 Baymeadows Road, Suite 205, Jacksonville, Florida 32256 (collectively, the “Parties”).

**Recitals:**

A. **WHEREAS**, the Parties are subject to the Clay County Public School Concurrency Proportionate Share Mitigation Agreement – Amended, Clay County Agreement/Contract #2020-2021-134, recorded at Official Records Book 4437, Page 1364, of the public records of Clay County, Florida, as modified by the Assignment of Clay County Public School Concurrency Proportionate Share Agreement – Amended recorded at Official Records Book 4553, Page 142, of the public records of Clay County, Florida (the “Agreement”);

B. **WHEREAS**, the Agreement reserves school concurrency for the Hyland Trail project, which consists of 1,500 single family residential dwelling units and 300 multi-family residential dwelling units (the “Development Proposal”);

C. **WHEREAS**, the Hyland Trail project may include age-restricted or housing for older persons residential units in addition to the Development Proposal and pursuant to Florida law age restricted and housing for older persons residential units are not subject to school concurrency and school impact fees;

D. **WHEREAS**, Creekview purchased certain property adjacent to the Hyland Trail project (the “Added Land”) and Creekview intends to develop the Added Land as part of the Hyland Trail project and the Property; and

E. **WHEREAS**, pursuant to Section 19 of the Agreement, the Parties intend to enter into this First Amendment to (i) reflect the potential development of age restricted and/or housing for older persons residential units in addition to the Development Proposal within the Property (as proposed to be amended), (ii) amend the Property to include the Added Land and allow the Development Proposal (or portion thereof) to be developed within the Added Land and (iii) amend the Notices Section of the Agreement.

**NOW THEREFORE**, in consideration of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

1. 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. Definitions. Unless otherwise defined, all capitalized terms used herein shall have the meanings as set forth in the Agreement.

3. Agreement Amendments. The Agreement is hereby amended as follows:

(a) Attachment (a/k/a Exhibit) A to the Agreement is hereby deleted and replaced with Attachment (a/k/a Exhibit) A to this First Amendment. Upon the Effective Date of this First Amendment, the Property shall include the Added Land.

(b) Attachment (a/k/a Exhibit) B to the Agreement is hereby deleted and replaced with Attachment (a/k/a Exhibit) B to this First Amendment.

(c) Section 7, School Impact Fee Credit, of the Agreement is hereby amended to add the following as new paragraph 4 as shown in underline:

Notwithstanding any state and/or local regulation to the contrary, Creekview is allowed to transfer any or all of its School Impact Fee Credit for use against school impact fees assessed against other Clay County parcels/development owned by Creekview or to other owners or applicants with land located outside the Property consistent with Section 163.31801, Florida Statutes. Any transfer must be provided in writing to the County Impact Fee Coordinator prior to use of any or all of the School Impact Fee Credit by a transferee. Provided the transfer is consistent with the provisions in this Section 7, the County, through its Impact Fee Coordinator shall accept and process the transfer of School Impact Fee Credit(s) for the applicable transferee.

(d) Section 12, Notices, of the Agreement is hereby amended as shown in strike-through and underlined and replaced with the following:

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:**

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

**FOR CREEKVIEW GP, LLC**

Creekview GP, LLC  
Attn: Gregg Kern & Patricia Nolan, General Counsel,  
GreenPointe Holdings, LLC  
7807 Baymeadows Road East, Suite 205  
Jacksonville, Florida 32256

- (e) New Section 25, **Age Restricted or Housing for Older Persons Residential Units**, is hereby added to the Agreement as shown in underline below:

Nothing in this Agreement is intended to modify the existing law exempting age restricted or housing for older persons communities from school impact fees or school concurrency. Notwithstanding any contrary provision in this Agreement, no Proportionate Share Mitigation and/or school impact fee is owed under this Agreement as a result of constructing age restricted or housing for older persons units within the Property so long as said units/communities meet the requirements for exemptions from school concurrency in Clay County Comprehensive Plan Public School Facilities Element Policy 1.3.2 and Clay County Public School Concurrency Management Ordinance 2008-31, including Section 20.11-6 (Clay County), and school impact fees in Clay County Ordinance Code Chapter 16, Article IV, Public School Impact Fees. Such exempt units may be in addition to the Development Proposal.

4. School Concurrency. Within 30 business days of the Effective Date of this First Amendment, the School Board will amend the Finding of Available School Capacity and issue the finding and an amended School Concurrency Reservation Letter to the County for the Development Proposal associated with the Hyland Trail project consistent with this First Amendment, including the addition of the Added Lands to the Property. Upon receipt of the amended documents by the County, the County shall within 14 business days amend and reissue to Creekview the School Concurrency Reservation Certificate (CRC-19-000011-a) for the Hyland Trail project consistent with this First Amendment, including the addition of the Added Lands to the Property.

5. Recording of this First Amendment. The School Board agrees to record this First Amendment in the Clay County Public Records within fourteen (14) days after execution by the Parties.

6. Effective Date. This First Amendment shall become effective on the date it is recorded in the public records of Clay County, Florida.

7. Counterparts. This First Amendment may be executed in one or more counterparts, all of which, when taken together, shall be deemed one original.

**IN WITNESS WHEREOF**, the Parties have made and executed this First Amendment 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 Commissioner's action on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

The School Board of Clay County, Florida, signing by and through its Chair, authorized to execute same by Board action on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Creekview GP, LLC, signing by and through its \_\_\_\_\_, duly authorized to execute same, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**[The remainder of this page intentionally left blank]**

**CLAY COUNTY, FLORIDA**

**CLAY COUNTY BOARD OF  
COUNTY COMMISSIONERS**

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

James Renninger, Chairman

\_\_\_\_\_  
Witness  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_

ATTEST:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the Chairman of the Clay County Board of County Commissioners, on behalf of Clay County, Florida.

\_\_\_\_\_  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
He/she is [check one]:  
Personally Known \_\_\_\_\_  
OR Produced I.D. \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

**THE SCHOOL BOARD OF CLAY COUNTY,  
FLORIDA**

By: \_\_\_\_\_,  
\_\_\_\_\_, Chairman

\_\_\_\_\_  
Witness  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
David Broskie  
Superintendent of Schools

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeremiah Blocker  
Attorney for School Board

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the Chairman of the School Board of Clay County Florida, on behalf of the School Board.

\_\_\_\_\_  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
He/she is [check one]:  
Personally Known \_\_\_\_\_  
OR Produced I.D. \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_  
\_\_\_\_\_

**CREEKVIEW GP, LLC**

**CREEKVIEW GP, LLC**  
a Florida limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

\_\_\_\_\_  
Witness  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of Creekview GP, LLC, a Florida limited liability company, on behalf of the company.

\_\_\_\_\_  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
He/she is [check one]:  
Personally Known \_\_\_\_\_  
OR Produced I.D. \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**

**The Property**



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.

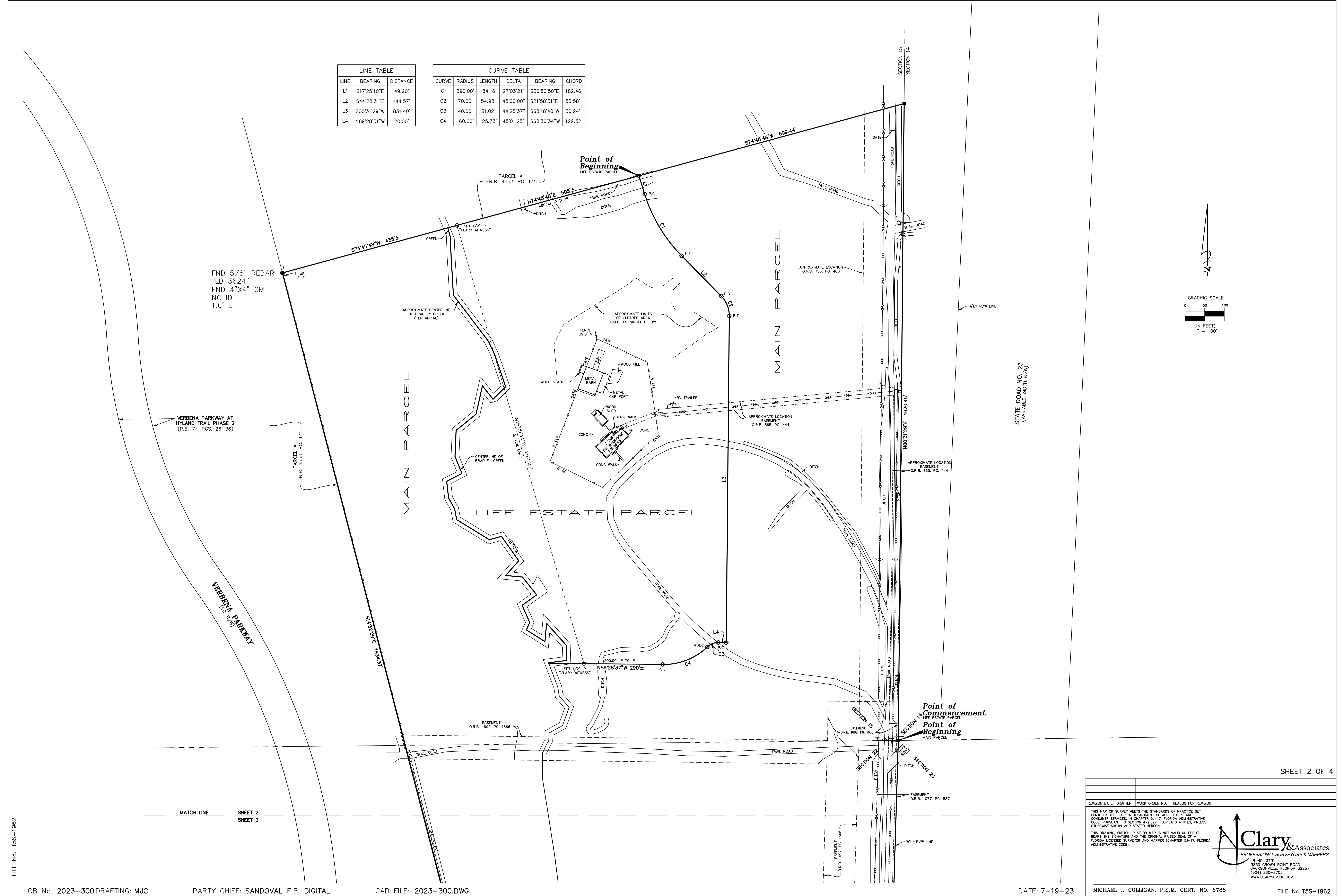
CONTAINING 554.63 ACRES, MORE OR LESS.

TOGETHER WITH:



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S17°25'10"E	49.20'
L2	S44°28'31"E	144.57'
L3	S00°31'29"W	831.40'
L4	N89°28'31"W	20.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	390.00'	184.16'	27°03'21"	S30°56'50"E	182.46'
C2	70.00'	54.98'	45°00'00"	S21°58'31"E	53.58'
C3	40.00'	31.02'	44°25'37"	S68°18'40"W	30.24'
C4	160.00'	125.73'	45°01'25"	S68°36'34"W	122.52'



FILE No. T55-1962

REVISION DATE	DRAFTER	WORK ORDER NO.	REASON FOR REVISION

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAN OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

**Clary & Associates**  
PROFESSIONAL SURVEYORS & MAPPERS  
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3830 CROWN POINT ROAD  
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**EXHIBIT B**

**Location Map**

# Hyland Trail Aerial Map

