

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # **240125**
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

 WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
 Must Have Board Approval over \$100,000.00

Date Submitted: 1/30/2024

Name of Contract Initiator: Lance Addison Telephone #: 66852

School/Dept Submitting Contract: Operations Cost Center # 9023

Vendor Name: Forestar Group

Contract Title: Proportinate Share Mitigation Agreement-Baxley Villas

Contract Type: New Renewal Amendment Extension Previous Year Contract #

Contract Term: No expiration Renewal Option(s):

Contract Cost: N/A

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
 Funding Source: Budget Line # _____
 Funding Source: Budget Line # _____

NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

- REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):**
- _____ Completed Contract Review Form
 - _____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)
 - _____ SIGNED Addendum A (if not an SBAO Template Contract)*
 - *This Statement MUST BE included in the body of the Contract:**
"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."
 - _____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
*COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
 General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
 Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
 Workers' Compensation = \$100,000 Minimum
 [If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].*
 - _____ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)
 - _____ COVID-19 Waiver (If Applicable)
 - _____ Release and Hold Harmless (If Applicable)

RECEIVED
 By Elaine at 9:55 am, Feb 14, 2024

**** AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department Review Date REVIEWED By Bertha Staefe at 3:31 pm, Feb 15, 2024	No Purchasing <hr/> <hr/> <hr/>
School Board Attorney JPS Review Date 2/26/24	Approved. <hr/> <hr/> <hr/>
Other Dept. as Necessary Review Date	<hr/> <hr/> <hr/>

PENDING STATUS: YES NO **IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**

FINAL STATUS **APPROVED**
 By Elaine at 11:19 am, Feb 27, 2024

CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o _____ (insert the school or department name)" where o/b/o means "on behalf of".

All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.

All contracts having a value of \$100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than \$100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of \$50,000 or more, but less than \$100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of \$25,000 or more, but less than \$50,000, shall be signed by the Superintendent, or the Assistant Superintendent for Business Affairs.
3. All approved contracts having a value of less than \$25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or the Assistant Superintendent for their Division, or Chief Officers, or Directors, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or \$50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

Step 1: Contract Initiator and Vendor prepare draft contract
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

Step 2: Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:
Initiator submits Contract Review Package to Purchasing Department - See Step 3

For Contracts using Internal Funds Individual to each School:
Initiator submits Contract Review Package direct to SBAO - See Step 4

IMPORTANT

Step 3: If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department. Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator.

Purchasing will log "District" Contracts (Cost/No Cost) on Contract Review Log and save copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

Step 4: If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.
Email: contractreview@myoneclay.net
The SBAO will begin the contract review process and return it directly to Initiator

Step 5: The Initiator is responsible for finalizing the Contract which includes:
Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.
If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.
Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.

For assistance with legal-related matters, please visit the [School Board Attorney's Office \("SBAO"\) webpage](#) or call 904-336-6507
For assistance with insurance-related matters, please visit the [Business Affairs - Risk Management webpage](#) or call 904-336-6745
For assistance with District Purchasing, please visit the [Business Affairs - Purchasing webpage](#) or call 904-336-6736



CLAY COUNTY DISTRICT SCHOOLS

900 WALNUT STREET, GREEN COVE SPRINGS, FL 32043

P (904) 336-6500 F (904) 336-6536 W oneclay.net

SUPERINTENDENT OF SCHOOLS

David S. Broskie

BOARD MEMBERS:

Erin Skipper, District 1
Mary Bolla, District 2
Beth Clark, District 3
Michele Hanson, District 4
Ashley Gilhousen, District 5

MEMO TO: Forestar Real Estate Group
Attn: Heather Allen/Shalene Estes

FROM: Lance Addison, Planning and Intergovernmental Affairs, CCDS

DATE: December 22, 2023

SUBJECT: Baxley Villas Concurrency Denial Letter

To all concerned:

The School Concurrency Reservation Certificate (SCRC) application for concurrency number CONAGREE-20230000012 for 72 single family attached homes located at 1586/1594 Baxley Road, Middelburg, FL 32068 has been denied due to the elementary student impact from the proposed development that would cause the adopted Level of Service to be exceeded.

In accordance with the Interlocal Agreement for Coordinated Planning, Public Educational Facility Siting and Review and School Concurrency in Clay County Section 14 paragraph 7(b)(c) dated July 2008, to mitigate the impact, the school district may entertain proportionate share mitigation options. The applicant shall be allowed 30 days to attend a pre-application meeting with all affected agencies to which adequate public facility capacity does not exist to discuss mitigation options. Thereafter, the applicant shall have 30 days to submit an application for proportionate share mitigation to enter into a negotiation period with the School Board not to exceed (90) ninety days. Upon identification and acceptance of a mitigation option deemed financially feasible by the School Board, the developer shall enter into a binding and enforceable agreement with the School Board and local government with jurisdiction over the development order.

Please contact Lance Addison at (904) 336-6852 or lance.addison@myoneclay.net for questions or additional information.

la
cc: mh

SCHOOL BOARD CONCURRENCY DENIAL LETTER (SCDL)

Project Name: Baxley Villas (72 SFA)

Property Address: 1586/1594 Baxley Rd., Middleburg, FL 32068 Parcels: 06-05-25-009028-000-00, 31-04-25-008092-002-00-01

Owner/Developer: Forestar Real Estate, 14785 Old St. Augustine Rd., Ste. 300, Jax, FL 32258- Heather Allen heatherallen@forestar.com (904) 436-4003, Shalene Estes shaleneestes@forestar.com (904) 899-5948

Dwelling Type	Dwelling Units	Impact Fee	Impact Fee Extended	Student Generation Rate: Educational Facility Plan 2023-2028			
				Elementary	Junior High	High	
Single Family Attached	72	\$7,913	\$569,736	0.256	0.081	0.158	
Multi-Family	N/A	\$3,629	N/A	0.105	0.021	0.063	

SCHOOL CONCURRENCY SERVICE AREAS (SCSA) ANALYSIS


School	School Capacity (FISH)	LOS Capacity (110%)	Students Enrolled (Oct. '23)	Reserved Plus Contiguous Service Area	Available Capacity	Project's Impact	Seats to Mitigate	Bus required
Coppergate ES	725	798	606	205	N	19	19	Y
Lake Asbury JH	1353	1488	994	415	Y	6	0	Y
Middleburg HS	2164	2380	1854	86	Y	12	0	Y

CONTIGUOUS SCHOOL CONCURRENCY SERVICE AREA (CSCSA)

School	School Capacity (FISH)	LOS Capacity (110%)	Students Enrolled (Oct '23)	Reserved Plus Contiguous Service Area	Available Capacity	Project's Impact	Seats to Mitigate	Bus required
No CSCSA ES Availability						19	19	

Clay County CONAGREE # 2023000012

School capacity is based on the School Concurrency Service Area (SCSA) or one or more Contiguous School Concurrency Service Areas (CSCSA). There is no capacity at the elementary school SCSA or CSCSA. A Proportionate Share Mitigation Agreement is required to obtain concurrency. Capacity figures from the table above will be reflected in subsequent updates to each school Development Review Table.



Lance Addison
Coordinator; Planning and Intergovernmental Relations
Facilities Planning and Construction
Clay County District Schools
Ph: (904) 336-6852 e-mail: lance.addison@myoneclay.net

SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT
(Baxley Villas)

THIS SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT (“Agreement”) is made by and among **CLAY COUNTY, FLORIDA** a political subdivision of the state of Florida, whose address is 477 Houston Street, Green Cove Springs, Florida 32043 (the “**County**”); **CLAY COUNTY DISTRICT SCHOOLS**, a body corporate and political subdivision of the State of Florida, whose address is 900 Walnut Street, Green Cove Springs, Florida 32043 (hereinafter referred to as “**School District**”); and **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation, whose address is 14785 Old St. Augustine Road, Suite 300, Jacksonville, Florida 32258 (hereinafter referred to as the “**Developer**”).

RECITALS:

WHEREAS, Developer is the contract purchaser of that certain tract of land being approximately 6.8 acres located in unincorporated Clay County, Florida, being a portion of Clay County Parcel Identification No. 06-05-25009028-000-00 and 31-04-25-008092-002-00 as more particularly described on **Exhibit “A”** attached hereto incorporated herein by this reference (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 Reservation Certificate Application No. 20230000012; and

WHEREAS, the Applicant has submitted an application for a development proposal seeking approval to develop a maximum of seventy-two (72) single-family residential dwelling units on the Property, hereinafter referred to as the “**Development Proposal**”; and

WHEREAS, the Property currently contains three dwellings which will be removed with the Development Proposal; and

WHEREAS, the Development Proposal is projected to generate a net increase of eighteen (18) public school students based on the school concurrency determination letter issued by the School District, after crediting one (1) public school student from the existing three dwellings; and

WHEREAS, the County and the School District have adopted and implemented a public school concurrency management system to assure the future availability of public school facilities to serve new development consistent with level of service standards (“**Level of Service**” and “**Level of Service Standards**”) consistent with the terms of the current Interlocal Agreement for Coordinated Planning, Public Educational Facility Siting and Review and School Concurrency in Clay County between the School District, the Clay County Board of County Commissioners and the local governments (the “**Interlocal Agreement**”), and the public school facilities and capital improvement elements of the respective comprehensive plans (individually, “**Element**”; plural, “**Elements**”); and

WHEREAS, at the time of this Agreement, adequate junior high and high school capacity is available to accommodate the junior high and high school students the Development Proposal is anticipated to generate by the Development Proposal; and

WHEREAS, at the adopted Level of Service standards, (i) adequate school capacity is not available for the net increase of eighteen (18) elementary students generated by the Development Proposal at the Level of Service Standard within the school concurrency services area or areas (“**Concurrency Service Area**”; “**Concurrency Service Areas**”) in which the Development Proposal is located, to accommodate the projected increase in public school students that the Development Proposal will generate; (ii) the needed elementary school capacity for the applicable Concurrency Service Area or Concurrency Service Areas within which the Development Proposal is located is also not available in any contiguous Concurrency Service Areas; and (iii) available elementary school capacity will not be in place or under actual construction within three (3) years after the approval of the Development Proposal; and

WHEREAS, authorizing these new residential dwelling units without the mitigation provided for in this Agreement would result in a failure of the Level of Service Standard for public school facilities in one or more applicable Concurrency Service Areas, or will exacerbate existing deficiencies in Level of Service; and

WHEREAS, the Parties agree that public school concurrency shall be satisfied by the Applicant’s execution of this legally binding Agreement to provide mitigation proportionate to the demand for public school facilities to be created by these new residential dwelling units (“**Proportionate Share Mitigation**”); and

WHEREAS, the Parties further agree that the appropriate Proportionate Share Mitigation option necessary to satisfy public school concurrency is payment of Proportionate Share Mitigation in the amount of **\$613,830.42 for the Development Proposal, or \$8,525.42 per dwelling unit**, as more specifically depicted or described herein; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions upon which the Developer shall pay funds as Proportionate Share Mitigation for the Property impacts on K-12 educational facilities under control of the School District.

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. **PARTIES**. The County, the School District and the Developer shall be collectively referred to as the “**Parties**.”
3. **LEGALLY BINDING COMMITMENT**. The Parties agree that this Agreement constitutes a legally binding commitment by the Developer to provide Proportionate Share

Mitigation for the new residential dwelling units sought to be approved by County in the Development Proposal for the Property.

4. **PROPORTIONATE SHARE MITIGATION.** The Parties agree that the payment of Proportionate Share Mitigation in the total amount of **\$613,830.42** for the Development Proposal, or **\$8,525.42** per dwelling unit, is an appropriate Proportionate Share Mitigation option necessary to maintain the Level of Service Standard for school capacity in the affected Concurrency Service Area or Concurrency Service Areas. Upon the final execution of this Agreement, the School District shall issue a revised School Concurrency Determination showing adequate mitigation. The duration and effect of this School Concurrency Determination shall be in accordance with the Interlocal Agreement and the Public School Facilities Element. However, in no event shall this School Concurrency Determination, or any capacity reservation based on this Determination, continue to be effective if the Developer fails to perform its obligations under this Agreement. Conversely, once the Developer has completely performed its obligations under this Agreement, the Developer shall be entitled to rely on the School Concurrency Determination and capacity reservation to the extent of the capacity provided by the Proportionate Share Mitigation and once the Developer has completely performed its obligations under this Agreement, such right of reliance shall survive the expiration of this Agreement.

5. **TIMING.** The Parties agree that the Proportionate Share Mitigation shall occur at the time of, and be a condition for the issue by County of, final plat approval for each lot within the Property. For example, if a plat contains 10 lots, the Developer shall pay **\$85,254.20 (10 lots times \$8,525.42 per lot)** in Proportionate Share Mitigation prior to the County's approval of such plat. Each payment shall be made directly to the School District.

6. **PHASING.** The Developer agrees it shall make every effort to adhere to the phasing schedule attached hereto as "**Exhibit C**" as incorporated herein by this reference. The Developer agrees that it will provide the specific dates that vertical construction will begin and end for each phase of the development. The Developer will notify the School District Designee if changes to the phasing schedule occur, and such phasing schedule changes shall be at the discretion of the Developer.

7. **IMPACT FEE CREDIT.** As consideration for the Developer's Proportionate Share Mitigation specified herein, the Parties agree that the County shall provide a credit of **\$613,830.42** for the Development Proposal, or **\$8,525.42** per dwelling unit, toward any school impact fee or exaction imposed by ordinance of Clay County for the same need. Should the school impact fee or exaction be greater than the above-described credit, the Developer shall pay the difference at the time school impact fees are due. Should the school impact fee or exaction be less, the Developer shall not be entitled to the use of any excess credits. Alternately stated, the per unit credit cannot exceed the amount of impact fee at the time the voucher is presented/relinquished. The Developer shall provide a school impact fee voucher substantially in the form of "**Exhibit D**" to the County, at the time of impact fee payment. Should school impact fees be prepaid in order to extend the Final Certificate of Concurrency, any remaining balance due on the Proportionate Share Mitigation shall be paid at the time of final subdivision approval. Provided, however, nothing in this Agreement shall be deemed to require the County to continue to levy or collect School Impact Fees, or, if levied, to levy them for any certain amount.

8. **SCHOOL CAPACITY IMPROVEMENT.** The School District agrees to apply the Proportionate Share Mitigation contributed by the Developer toward a school capacity improvement which will be added to the planned capital improvements in the Five Year District Facilities Work Plan at the time of its next annual update, and which satisfies the demands created by the Development Proposal in accordance with this Agreement.

9. **NO GUARANTEE OF LAND USE/ZONING.** Nothing in this Agreement shall require the County to approve any Land Use Amendment or Rezoning application associated with the Property.

10. **EFFECTIVE DATE.** This Agreement shall become effective on the date it is recorded in the Public Records of Clay County, Florida (the “**Effective Date**”). If this Agreement is not executed by the Developer and delivered to the County within thirty (30) days after the latter of County or School District approval of this Agreement, this Agreement shall become void.

11. **TERM.** This Agreement shall expire upon the Parties' completion of their performance of all obligations herein.

12. **STATUTORY COMPLIANCE.** The Parties agree that this Agreement satisfies the requirements for a binding Proportionate Share Mitigation Agreement in Section 163.3180(6)(h), Florida Statutes.

13. **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:

TO THE COUNTY: Howard Wanamaker
County Manager, Clay County
477 Houston Street
Green Cove Springs, Florida 32043

WITH COPIES TO: Courtney Grimm
County Attorney, Clay County
477 Houston Street
Green Cove Springs, Florida 32043

FOR SCHOOL DISTRICT: Lance Addison
Coordinator of Planning and Intergovernmental
Affairs
Clay County District Schools
900 Walnut Street
Green Cove Springs, Florida 32043

FOR DEVELOPER:

Forestar (USA) Real Estate Group Inc.
14785 Old St. Augustine Road, Suite 300,
Jacksonville, Florida 32258
(904) 436-4003
HeatherAllen@forestar.com

WITH COPIES TO:

Thomas Ingram
Attorney | SODL & INGRAM PLLC
1617 San Marco Boulevard, Jacksonville, FL
32207
904.612.9179
thomas.ingram@si-law.com

14. **RELEASE.** Upon the performance of all obligations of all Parties hereto, the School District shall release the Developer from this Agreement, and the Developer shall release the School District 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 at the Developer's expense in the Official Records of Clay County, Florida, evidencing such performance.

15. **DEFAULT.** If any party to this Agreement materially defaults under the terms hereof, then the County shall give the defaulting party thirty (30) days' notice and a right to cure such breach. Should the Developer of the property described herein fail to timely cure a default in meeting its obligations set forth herein, its Concurrency certificate, issued based upon payment and/or performance hereunder, shall be voided and that Developer and the property described herein shall lose their right to concurrency under this Agreement and their right to School Impact Fee credits under this Agreement. Further, in the case of such default, any development upon that property dependent upon such certificate will be stopped, until and unless the agreement is reinstated or the default is cured or capacity becomes available and is granted through an appropriate application. Should the County or School District fail to timely cure a default in meeting their obligations set forth herein, Developer may seek any and all remedies available to it in law or equity.

16. **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 Circuit Court of Clay County, Florida, the venue sitis, and shall be governed by the laws of the State of Florida.

17. **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 or intent of this Agreement.

18. **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.

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

20. **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.

21. **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.

22. **ASSIGNMENT.** This Agreement runs with the land. The Developer may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property. Any such assignment shall be in writing and shall require the prior acknowledgement of all of the Parties. At the election of the School District, such acknowledgement may be conditioned upon the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of same.

23. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is made for the sole benefit and protection of the parties, their successors and assigns, and no other persons shall have any right of action hereunder.

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

25. **RECORDING OF THIS AGREEMENT.** The Developer shall record this Agreement, at its expense, within fourteen (14) days after full execution, in the Clay County Public Records. Time is of the essence in the recording, and failure to timely record shall render this Agreement void.

26. **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.

27. **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 this Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

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

CLAY COUNTY, through its COUNTY COMMISSION, signing by and through its Chair, authorized to execute same by Commission action on this _____ day of _____, 2024.

The SCHOOL DISTRICT OF CLAY COUNTY, signing by and through its Chair, authorized to execute same by District action on this ____ day of _____, 2024.

The DEVELOPER signing by _____ its _____ duly authorized to execute same, on this __ day of _____, 2024.

COUNTY

Passed and Duly Adopted by the Clay County Board of County Commissioners this ____ day of _____, 2024.

Attest:

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

Print Name: _____

By: _____
Jim Renniger, Its Chairman

Print Name: _____

ATTEST:

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

SCHOOL DISTRICT

Signed, witnessed, executed and acknowledged on this ____ day of _____, 2024.

WITNESSES

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

Print Name: _____

Print Name: _____

Ashley Gilhousen, Chair

ATTEST:

David Broskie, Superintendent of Schools

DEVELOPER

Signed, witnessed, executed and acknowledged on this ____ day of _____, 2024.

WITNESSES

DEVELOPER

Print Name: _____

Print Name: _____

**FORESTAR (USA) REAL ESTATE
GROUP INC.**, a Delaware corporation,
whose address is 14785 Old St. Augustine
Road, Suite 300, Jacksonville, Florida
32258

By: _____
Its: _____
Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization on this day ____ of _____, 2024, who acknowledged that he/she signed the foregoing Resolution as his/her free and voluntary act, who is (check one) personally known to me or has produced a valid driver's license as identification.

Notary Public
Name: _____
Commission Expires: _____

Exhibit "A"

Property Legal Description follows.

Exhibit "B"

Property Location (map/plans)

Exhibit "D"

Voucher # _____

Impact Fee Voucher

(Development Name)

1. Name and address of Developer/Grantor: Forestar (USA) Real Estate Group Inc.
2. Name and address of Grantee: _____
3. Legal description of subject property: See attached Exhibit "A"
4. Subdivision or Master Development Plan name: Baxley Villas

The undersigned Developer/Grantor confirms that it has received from _____ on _____, 202__ funds sufficient for the following impact fees required under the applicable School Impact Fee Ordinance, as amended, as indicated below. Developer/Grantor gives notice to Clay County, Florida that the following sums should be deducted from the applicable Impact Fee Credit account of the Developer/Grantor.

_____ Schools

In the amount of \$ _____

By: _____

Print: _____

Its: _____

Exhibit A

A PART OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 25 EAST AND A PART OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 25 EAST, BOTH IN CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 6 WITH THE WEST RIGHT-OF-WAY LINE OF BAXLEY ROAD (AN 80-FOOT RIGHT-OF-WAY); THENCE SOUTH 00°00'30" EAST, DEPARTING SAID NORTH LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 60.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'30" EAST, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 347.90 FEET TO THE NORTHEAST CORNER OF BAXLEY HIDEAWAY, AS RECORDED ON THE PLAT THEREOF IN PLAT BOOK 37, PAGES 25 THROUGH 29 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY LINE OF SAID BAXLEY HIDEAWAY THE FOLLOWING THREE (3) COURSES; COURSE ONE (1): SOUTH 89°33'30" WEST, DEPARTING SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 624.00 FEET; COURSE TWO (2): NORTH 00°00'30" WEST, A DISTANCE OF 208.00 FEET; COURSE THREE (3): SOUTH 89°33'30" WEST, A DISTANCE OF 234.91 FEET; THENCE NORTH 00°21'55" WEST, DEPARTING SAID NORTHERLY LINE, A DISTANCE OF 200.07 FEET TO A POINT ON SAID NORTH LINE OF SECTION 6; THENCE NORTH 89°33'53" EAST, ALONG LAST SAID NORTH LINE, A DISTANCE OF 230.50 FEET; THENCE NORTH 00°23'59" WEST, DEPARTING LAST SAID NORTH LINE AND ALONG THE SOUTHERLY PROJECTION OF THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3727, PAGE 2105 OF SAID PUBLIC RECORDS AND THE EAST LINE OF LAST SAID LANDS, A DISTANCE OF 119.43 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1378, PAGE 1051 OF SAID PUBLIC RECORDS; THENCE NORTH 89°41'55" EAST, ALONG THE SOUTH LINE OF LAST SAID LANDS, A DISTANCE OF 179.40 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4171, PAGE 319 OF SAID PUBLIC RECORDS; THENCE SOUTH 00°26'57" EAST, ALONG THE WEST LINE OF LAST SAID LANDS, A DISTANCE OF 119.01 FEET TO A POINT ON SAID NORTH LINE OF SECTION 6; THENCE SOUTH 00°13'40" EAST, DEPARTING LAST SAID NORTH LINE, A DISTANCE OF 59.91 FEET; THENCE NORTH 89°35'10" EAST, ALONG THE SOUTH LINE OF LAST SAID LANDS, A DISTANCE OF 449.92 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 6.80 ACRES, MORE OR LESS.

Exhibit B

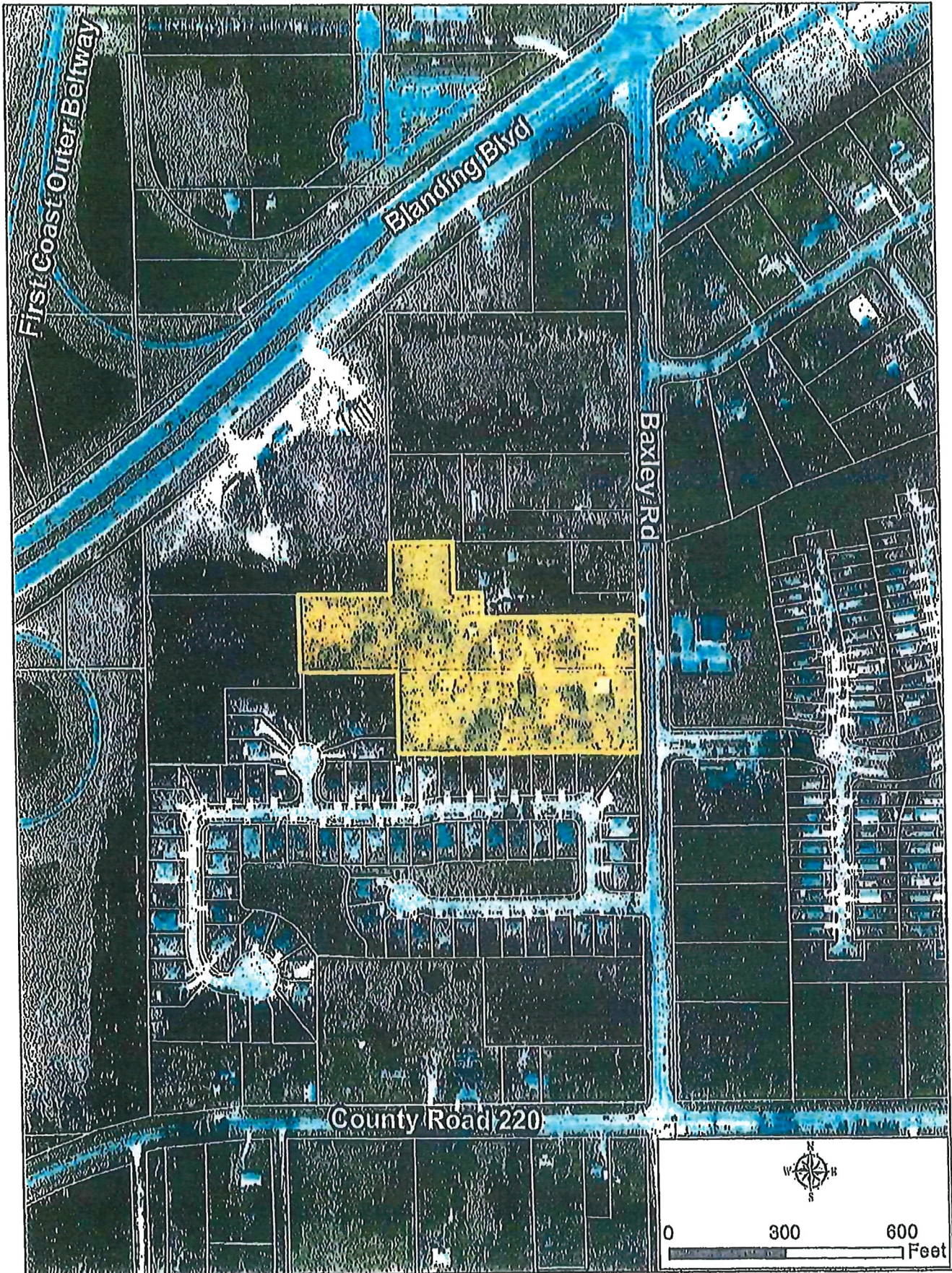


Exhibit C

Baxley Villas Estimated Phasing Schedule- One Phase

2023	Construction Plan Approval
2023/2024	Construction Commencement
2025/2026	Construction Completion/Platting

Exhibit "D"

Voucher # _____

Impact Fee Voucher

(Development Name)

1. Name and address of Developer/Grantor: Forestar (USA) Real Estate Group Inc.
2. Name and address of Grantee: _____
3. Legal description of subject property: See attached Exhibit "A"
4. Subdivision or Master Development Plan name: Baxley Villas

The undersigned Developer/Grantor confirms that it has received from _____ on _____, 202__ funds sufficient for the following impact fees required under the applicable School Impact Fee Ordinance, as amended, as indicated below. Developer/Grantor gives notice to Clay County, Florida that the following sums should be deducted from the applicable Impact Fee Credit account of the Developer/Grantor.

_____ Schools

In the amount of \$ _____

By: _____

Print: _____

Its: _____