

# CITY OF GREEN COVE SPRINGS PLANNING & ZONING BOARD MEETING

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA  
TUESDAY, AUGUST 22, 2023 – 5:00 PM



---

## AGENDA

---

### GENERAL INFORMATION

Anyone wishing to address the Planning and Zoning Board regarding any topic on this evening's agenda is requested to complete a card available at the Clerk's desk. Speakers are respectfully requested to limit their comments to three (3) minutes.

The Planning and Zoning Board prohibits the use of cell phones and pagers which emit an audible sound during all meetings with the exception of Law Enforcement, Fire and Rescue, or Health Care Professionals on call. Persons in violation will be requested to leave the meeting.

### ROLL CALL

### APPROVAL OF MINUTES

1. Review and approval of the July 27, 2023 minutes.

### PUBLIC HEARINGS

2. Small Scale Future Land Use Amendment and Rezoning for property located at the Southeast corner of US 17 and SR 16 for approximately 15 acres of parcel #016541-000-00.

Future Land Use Amendment: from: Mixed Use

to: Industrial

Zoning Amendment: from: C-2, General Commercial

to: M-2, Heavy Industrial

3. Small Scale Future Land Use Amendment and Rezoning for property located at the Southeast corner of US 17 and SR 16 for approximately 43.12 acres of a portion of parcel #016541-003-00.

Future Land Use Amendment: from: Mixed Use

to: Industrial

Zoning Amendment: from: C-2, General Commercial

to: M-2, Heavy Industrial

### ACTION ITEMS

**BOARD BUSINESS**

Board Discussion / Comments

Staff Comments

**ADJOURNMENT**

**NEXT MEETING:** TUESDAY, SEPTEMBER 26, 2023 AT 5:00PM

---

Minutes of the Planning & Zoning Board Meeting can be obtained from the City Clerk’s office. The Minutes are recorded, but are not transcribed verbatim.

Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recordings, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be at the expense of the requesting party.

---

**ADA NOTICE**

---

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk’s office no later than 5:00 p.m. on the day prior to the meeting.

**EXPARTE COMMUNICATIONS**

Oral or written exchanges (sometimes referred to as lobbying or information gathering) between a Planning and Zoning Board member and others, including staff, where there is a substantive discussion regarding a quasi-judicial decision by the Planning and Zoning Board. The exchanges must be disclosed by the Planning and Zoning Board.

# CITY OF GREEN COVE SPRINGS PLANNING & ZONING BOARD MEETING

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA  
TUESDAY, JULY 25, 2023 – 5:00 PM




---

## MINUTES

---

### GENERAL INFORMATION

Anyone wishing to address the Planning and Zoning Board regarding any topic on this evening's agenda is requested to complete a card available at the Clerk's desk. Speakers are respectfully requested to limit their comments to three (3) minutes.

The Planning and Zoning Board prohibits the use of cell phones and pagers which emit an audible sound during all meetings with the exception of Law Enforcement, Fire and Rescue, or Health Care Professionals on call. Persons in violation will be requested to leave the meeting.

### ROLL CALL

Meeting was called to order at 5:00pm by Chairman Hall.

#### PRESENT

Board Member Henrietta Francis, Board Member Joshua Hobbs (late 5:10pm), Vice Chairman Josh Danley, Chairman Justin Hall

#### ABSENT

Board Member Brian Cook

### APPROVAL OF MINUTES

1. Approval of Minutes from the June 27, 2023 Meeting

Motion to approve the minutes from the June 27, 2023 Meeting.

Motion made by Board Member Francis, Seconded by Vice Chairman Danley.

Voting Yea: Board Member Francis, Board Member Hobbs, Vice Chairman Danley, Chairman Hall

### PUBLIC HEARINGS

2. Ordinance O-23-2023 regarding proposed Landscape Ordinance Revisions

Michael Daniels, Development Services Director, presented the proposed changes to the Board. He highlighted the proposal to expand the guidelines for landscape buffers against incompatible uses. In addition, he presented a proposal to create a protected canopy roadway on St. Johns Avenue between Forest St and Clay St.

Chairman Hall opened the public hearing. Chris Gay of the Citizens Advisory Committee noted that the Florida Scenic Highway program exists at the State level. He would like to see historic tress protected.

Chairman Hall closed the public hearing.

Chairman Hall asked who would be the one to maintain the tress on the canopy street. Mr. Daniels responded that each property owner would be tasked with maintaining those trees. Further discussion will need to be held regarding a permitting requirement for trimming/removing of those trees within the border of the canopy street.

Staff recommended we hold off on taking to Council until August 15th to give Development Services time to notify the property owners along that portion of St. Johns Avenue.

Chairman Hobbs stated that he was not comfortable with the wording of removing a tree being "unlawful". He also asked if owners can opt out of the canopy street. Mr. Daniels said that the value of the canopy road is the whole area and that's why it's important to hear from the owners at the public hearing.

Motion made by Board Member Francis, Seconded by Vice Chairman Danley to recommend the Ordinance O-23-2023 regarding proposed Landscape Ordinance Revisions to City Council.

Voting Yea: Board Member Francis, Vice Chairman Danley, Chairman Hall  
Voting Nay: Board Member Hobbs

3. Small Scale Future Land Use Amendment and Rezoning for property located at the Southeast corner of US 17 and SR 16 for approximately 15 acres of parcel #016541-000-00.

Future Land Use Amendment: from: Mixed Use to: Industrial

Zoning Amendment: from: C-2 to: M-2

Michael Daniels, Development Services Director, presented the request to the board. The review process brought about some environmental and building concerns that need to be addressed prior to moving forward. Staff recommended that the request be tabled to August 22, 2023.

Chairman Hall opened the public hearing.

Chairman Hall closed the public hearing.

Motion made by Vice Chairman Danley, Seconded by Board Member Hobbs to table until August 22, 2023

Voting Yea: Board Member Francis, Board Member Hobbs, Vice Chairman Danley, Chairman Hall

- 4. Small Scale Future Land Use Amendment and Rezoning for property located at the Southeast corner of US 17 and SR 16 for approximately 43.12 acres of parcel #016541-003-00.

Future Land Use Amendment: from: Mixed Use to: Industrial

Zoning Amendment: from: C-2 to: M-2

Michael Daniels, Development Services Director, presented the request to the board. This was a companion application to the previous item discussed. Staff recommended that the request also be tabled to August 22, 2023.

Chairman Hall opened the public hearing.

Chairman Hall closed the public hearing.

Motion made by Board Member Hobbs, Seconded by Board Member Francis to table until August 22, 2023.

Voting Yea: Board Member Francis, Board Member Hobbs, Vice Chairman Danley, Chairman Hall

**ACTION ITEMS**

- 5. Site Development Plan for 57,000 Warehouse located in the 1300 Block of Energy Cove Court for approximately 3.6 acres of parcel #016562-000-00.

Michael Daniels, Development Services Director, presented the site development plan provided by the applicant, Toco Engineering. This property is currently in the process of a rezoning and future land use amendment. The board has question on the completeness of the application and further discussion was made regarding the full plans provided and the Site Development Review Team has performed a review.

Motion made by Board Member Francis, Seconded by Board Member Hobbs to recommend the approval of the site development plan of approximately 3.6 acres of parcel #016562-000-00 subject to staff comments to City Council.

Voting Yea: Board Member Francis, Board Member Hobbs, Vice Chairman Danley, Chairman Hall

**BOARD BUSINESS**

Mr. Daniels gave a brief update on the Rivers House project. Council's recommendation was to create requests for proposal and send those out to bid and staff wanted to give an update to the board.

Mr. Daniels also reminded the board about the Form Based Code Workshop on Tuesday, August 8, 2023.

---

Board Discussion / Comments

Staff Comments

**ADJOURNMENT by Chairman Hall at 5:56pm**

**NEXT MEETING:** Tuesday, August 22nd at 5:00pm

CITY OF GREEN COVE SPRINGS, FLORIDA

---

Justin Hall, Chairman

Attest:

---

Lyndie Knowles, Development Services Rep.



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** Planning and Zoning Commission **MEETING DATE:** August 22, 2023

**FROM:** Michael Daniels, AICP, Planning & Zoning Director

**SUBJECT:** Small Scale Future Land Use Amendment and Rezoning for property located at the Southeast corner of US 17 and SR 16 for approximately 15 acres of parcel #016541-000-00.

Future Land Use Amendment: from: Mixed Use  
to: Industrial

Zoning Amendment: from: C-2, General Commercial  
to: M-2, Heavy Industrial

### PROPERTY DESCRIPTION

**APPLICANT:** David Smith, Louis L Huntley Enterprises **OWNER:** Louis Ward Huntley

**PROPERTY LOCATION:** 965 Leonard C Taylor Highway

**PARCEL NUMBER:** 016451-000-00

**FILE NUMBER:** FLUS-23-006 & ZON-23-0007

**CURRENT ZONING:** C-2 General Commercial

**FUTURE LAND USE DESIGNATION:** Mixed Use

### SURROUNDING LAND USE

<b>NORTH:</b>	<b>FLU:</b> MIXED USE <b>Z:</b> C-2 Use: Undeveloped	<b>SOUTH:</b>	<b>FLU:</b> MIXED USE <b>Z:</b> C-2 Use: Undeveloped
<b>EAST:</b>	<b>FLU:</b> MIXED USE <b>Z:</b> C-2 Use: Undeveloped	<b>WEST:</b>	<b>FLU:</b> MIXED USE <b>Z:</b> C-2 Use: Undeveloped

**BACKGROUND**

The applicant has applied for a Future Land Use and Zoning Change for the subject property for the construction of industrial development. There is an existing building on the site that had been used for manufacturing plant which has been closed in 2010. However industrial businesses such as Woodford Plywood, Meever USA and Front Runner Boatworks have been located at this location as nonconforming industrial uses.

The property is surrounded by the HLM property on all sides. Property access to SR 16 is provided through a vehicular and utility easement.

The following violations have been identified on the property:

- Site work has been initiated without securing the appropriate building permits.
- The site is located in a floodplain no site work can be done on the site complies with the all federal requirements.

No additional work can be constructed on the site until the site is in full compliance with City Code, State and Federal Regulations.

To the south and east of the property there is an extension of the CSX rail line that is owned by the City and has fallen into disrepair. The applicant has expressed an interest in entering an agreement with the City to repair the existing Rail line and add a Railroad spur to serve potential future Industrial users on the property. These actions would require a separate agreement to be approved by the City.

All proposed new development will be required to meet the City’s Site Development Plan code requirements and be submitted to the Planning Commission and City Council for approval.

The site is located within the City’s Water, Sewer, and Electric Service Boundaries. It will be served by the City’s sanitation services.

Additionally, the applicant has submitted the following future land use and rezoning requests:

<b>Application #</b>	<b>Description</b>
FLUS-23-006	Future Land Use Application from Mixed Use to Industrial
ZON-23-007	Rezoning Application from C-2 General Business to M-2 Heavy Industrial



Aerial

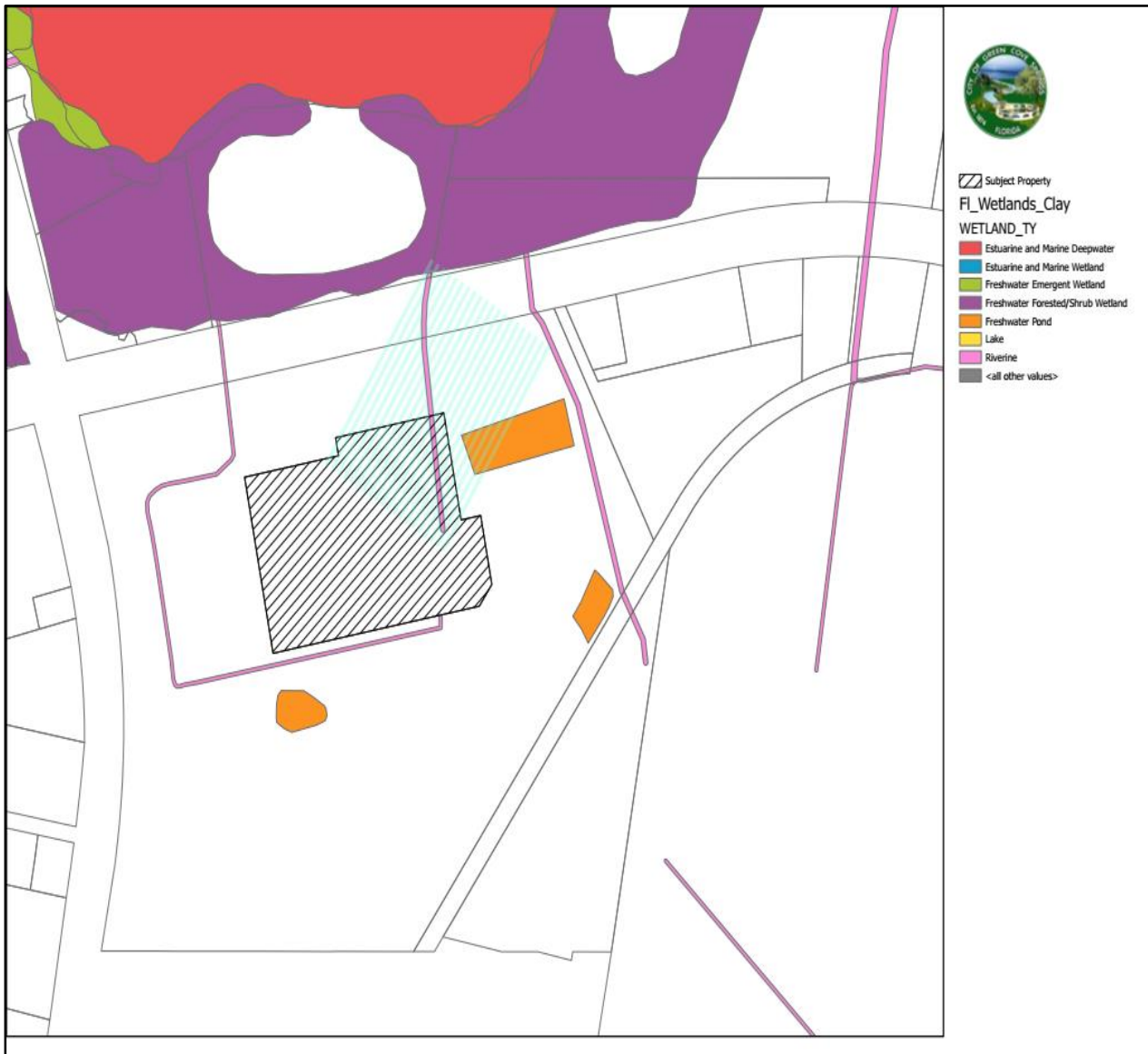


# Environmental Conditions Analysis

## Maps of Environmental Features

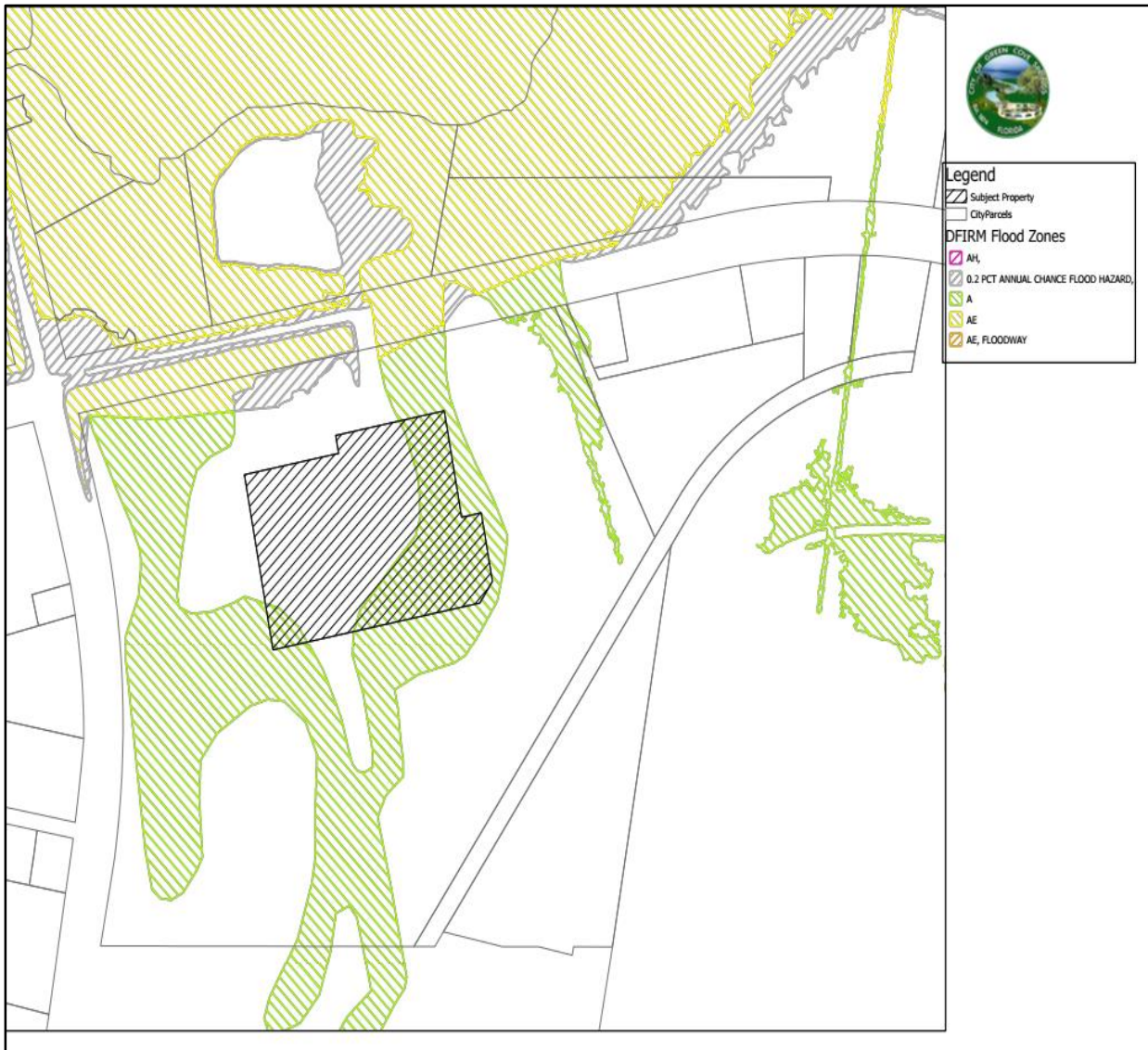
### Wetlands

There are Riverines or Riparian wetlands located in the northeast area of the property.



### Floodplain

A portion of the subject property is located in Flood zone A which are areas subject to inundation by the 1 percent annual chance flood event generally determined using approximate methodologies.



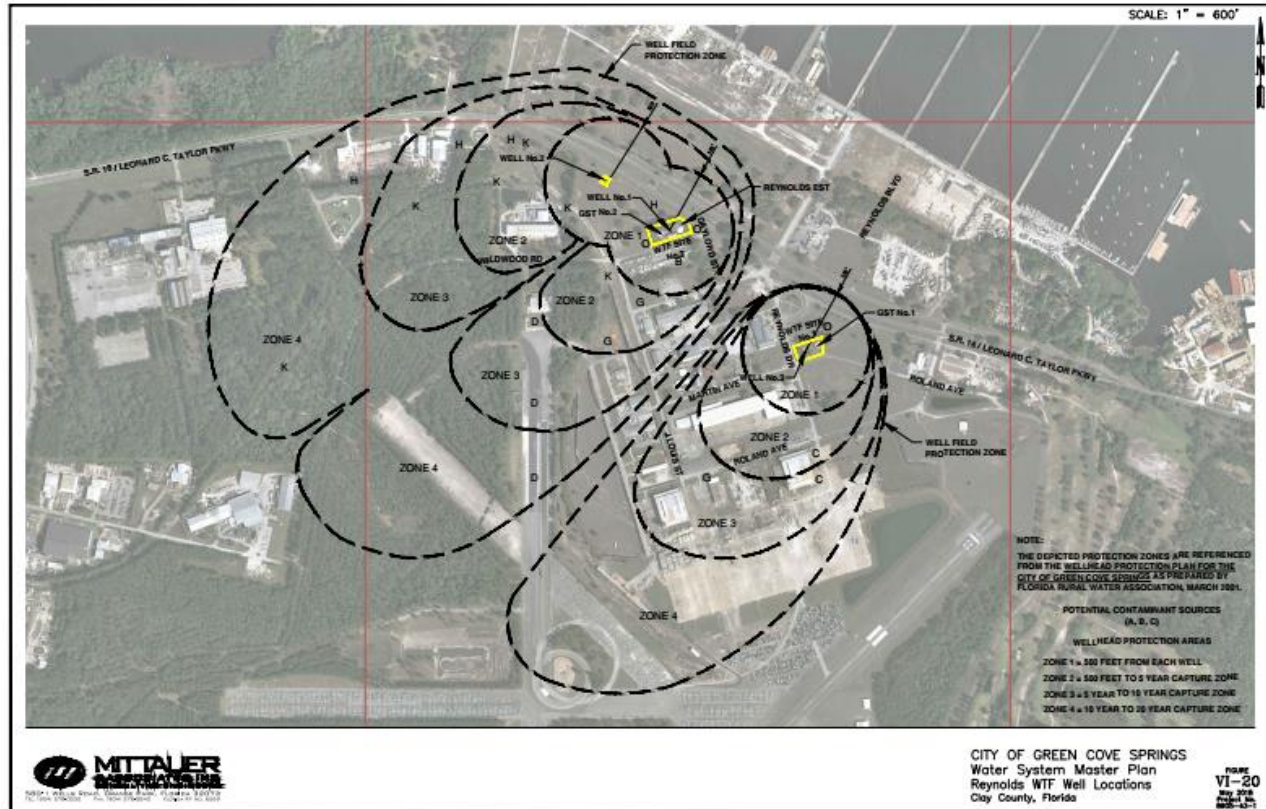
**Additional Environmental Issues:**

The Florida Department of Environmental Protection (FDEP) became aware of groundwater contamination on the property in July 2015 and subsequently provided a Declaration of Restrictive Covenant on the property which was recorded with the Clay County Clerk of Court in March 2020 and is attached for your review. Pursuant to FDEP's investigation chlorinated hydrocarbons were detected on the subject property and adjacent property as set forth in Exhibit D of the 1<sup>st</sup> Amendment to the DRCGCS Town Center which is enclosed. In April of 2022, a Conditional Site Rehabilitation Completion Order was approved by FDEP that limited the contamination issue to the groundwater. As a result, the following improvements are prohibited without meeting the requirements set forth in the Completion Order:

- a) Dewatering activities
- b) Stormwater management systems (including swales and ditches) can be constructed.
- c) Drinking, irrigation or monitoring well installation.

**Wellfield Protection Zone**

The project site is located within Zone 4 of the wellfield protection zone. They are outside of the 500' requirement which limits the types of uses on this site.



## URBAN SPRAWL ANALYSIS

Section 163.3177, Florida Statutes, requires that any amendment to the Future Land Use Element to discourage the proliferation of urban sprawl. Section 163.3177(6)(a)9.a., Florida Statutes, identifies 13 primary urban sprawl indicators and states that, “[t]he evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality...”

An evaluation of each primary indicator is provided below.

(I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

**Evaluation & Findings:** The proposed amendment will revise the FLUM designation to Industrial. The area along the US 17 and SR 16 Corridors will remain as Mixed Use allowing for a mix of uses but at the same time allowing for increased employment opportunities.

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

**Evaluation & Findings:** The project site is located within the US 17 Corridor that is currently Land Used and Zoned for predominantly commercial/industrial development. The project site is located within the City’s water and sewer and electric urban service areas.

(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

**Evaluation & Findings:** The proposed Industrial designation allows for industrial uses, thereby providing a balance of uses to complement the Mixed Use designation adjacent along the US 17 and SR 16 Corridors.

(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

**Evaluation & Findings:** The site has existing wetlands, floodplains and is within the wellhead protection area. In order to ensure that natural resources are protected, a site specific land use amendment requiring future development to comply with Development Restrictions regarding protecting groundwater.

(V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

**Evaluation & Findings:** The project site is located within an urban area with surrounding commercial development. There are no adjacent agricultural areas and activities.

(VI) Fails to maximize use of existing public facilities and services.

**Evaluation & Findings:** With the project site being located within an area with existing development, the proposed development will utilize existing public facilities and services.

(VII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

**Evaluation & Findings:** The project site is located within an existing commercial area with existing public facilities and services. The proposed development will utilize existing public facilities and services and shall mitigate for the increase in time, money, and energy for providing and maintaining these facilities through the payment of impact fees for utilities including roads, government services, and on-going ad valorem taxes.

(VIII) Fails to provide a clear separation between rural and urban uses.

**Evaluation & Findings:** The site is located within the City's water and sewer and electric urban service areas and is not adjacent to any rural zoned properties.

(X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

**Evaluation & Findings:** The proposed application will not discourage infill development and is located within an existing developed area.

(XI) Fails to encourage a functional mix of uses.

**Evaluation & Findings:** The project site is located will allow for industrial uses in an area that is suitable for industrial development.

(XII) Results in poor accessibility among linked or related land uses.

**Evaluation & Findings:** The project site shall have access via an easement to SR 16.

(XIII) Results in the loss of significant amounts of functional open space.

**Evaluation & Findings:** All proposed development shall comply with the City’s landscape ordinance to ensure there shall be open space provided within the development.

In addition to the preceding urban sprawl indicators, Florida Statutes Section 163.3177 also establishes eight (8) “Urban Form” criteria. An amendment to the Future Land Use Map is presumed to not be considered urban sprawl if it meets four (4) of the (8) urban form criteria. These urban form criteria, and an evaluation of each as each may relate to this application, are provided below. The applicant has provided an analysis of the application’s consistency with Section 163.3177 within the application materials and contends that the proposed amendment will not encourage urban sprawl by showing it meets four of the eight urban form criteria.

1. Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

**Evaluation & Findings:** The project site is located within the City’s water and sewer and electric urban service areas which have been planned to accommodate growth which allows for the preservation of the natural resources of outlying areas. In addition, all new development shall comply with the City’s landscaping, tree preservation and resource protection ordinances.

2. Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

**Evaluation & Findings:** This application, as well as the companion rezoning application, will result in utilizing existing public infrastructure and existing services.

3. Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

**Evaluation & Findings:** Sidewalks are provided along US 17 and shall be provided as part of future development along SR 16.

Promotes conservation of water and energy.

**Evaluation & Findings:** The project site is located within an urban area with surrounding commercial development. Development in core urban areas reduces the pressure to develop in areas further outside of the urban areas.

5. Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

**Evaluation & Findings:** The project site is located within an urban area with surrounding development. There are no adjacent agricultural areas and activities. Development in core urban areas reduces the pressure to develop in agricultural areas.

6. Preserves open space and natural lands and provides for public open space and recreation needs.

**Evaluation & Findings:** All proposed development shall comply with the City’s landscape ordinance to ensure there shall be open space provided within the development.

7. Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

**Evaluation & Findings:** The proposed site is located within close proximity to a variety of nonresidential uses. The proposed development will provide additional employment opportunities to the residents of this community, providing a balance of land uses to the area.

8. Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

**Evaluation & Findings:** N/A

### **CONSISTENCY WITH THE COMPREHENSIVE PLAN**

The following Goals, Objectives, and Policies (GOPs) support the proposed amendment to the Future Land Use Map of the City of Green Cove Springs Comprehensive Plan:

#### **FUTURE LAND USE ELEMENT**

**Goal 1:** To develop and maintain land use programs and activities to provide for the most appropriate use of the land and direct growth to suitable areas while protecting the public, health, safety and welfare of the public.

**Objective 1.1. New development and Redevelopment shall directed to appropriate areas of the City.**

e. Industrial (IND): This FLUC is intended to accommodate primarily light and heavy manufacturing, distribution, and storage, in addition to heavy commercial and professional office uses. Maximum Intensity: 0.6 FAR

**Objective 1.2.** The City shall strive to cultivate a sustainable land use pattern by preventing the proliferation of urban sprawl, ensuring the efficient provision of services, and implementing smart growth principles.

**Policy 1.2.1.** The location and timing of new development and the issuance of permits shall be coordinated with the availability of public facilities through implementation of various smart growth management measures.

**Policy 1.2.6.** The City shall require new development to connect to the City’s centralized potable water and sanitary sewer system.

**Policy 1.2.7.** The City shall condition development orders upon the provision of essential facilities and services which meet and would not result in the failure of each service’s established level of service (LOS).

**Policy 1.2.8.** The City shall ensure the availability and protection of lands designated for the future expansion of public infrastructure.

**Objective 1.4.** The City shall strive to preserve its natural resources.



**Policy 1.4.5.** Development orders shall not be issued in areas where soils conditions are not adequate for building construction, drainage, roads, and other development-related facilities.

**TRANSPORTATION ELEMENT**

**Policy 2.3.1.** The City shall rely on level of service (LOS) standards adopted in the Capital Improvements Element to ensure that acceptable traffic conditions are maintained\*.

\*The City is in the process of implementing a mobility plan and fee for new development to ensure that needed transportation improvements are provided to ensure that the City is addressing transportation congestion issues and providing for multimodal improvements.

**Policy 2.5.3.** The City shall review development applications to ensure that adequate capacity is available to serve the proposed project. The latest version of Trip Generation Manual published by the Institute of Transportation Engineers (ITE) shall be used to determine the number of trips that the proposed development will produce or attract.

**SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER, AND AQUIFER RECHARGE ELEMENT**

**Objective 4.2.** The City shall continue to provide safe and adequate sanitary sewer service to all existing and future developments located within the City limits. Existing Sanitary Sewer deficiencies shall be scheduled for correction in the Capital Improvements Element.

**Policy 4.2.1** All Future Development shall be required to connect to the City’s Sanitary Sewer Collection

**Policy 4.2.1.** All Future Development shall be required to connect to the City’s Sanitary Sewer Collection.

**Objective 4.6.** Future Development shall be required to connect with central water systems and provide stormwater facilities which maximize the use of existing facilities and discourage urban sprawl.

**Policy 4.6.1.** The City shall annually monitor the condition of level of service standards for solid waste, potable water, wastewater, and stormwater facilities. The Planning and Zoning Department shall be assigned the task of reviewing all development orders to determine their current and future impacts on the capacities of existing public facilities.

**Policy 4.6.2.** No permit shall be issued for new development which will result in an increase in demand on deficient capacities or if adequate facility capacities for solid waste, potable water, sanitary sewer, and drainage facilities are not available prior to or concurrent with the development's impact.

**CONSERVATION ELEMENT**

**Policy 5.3.2.** The City shall ensure that public potable water wellfields will be located in areas where they will be least impacted by development and contamination.

**INTERGOVERNMENTAL COORDINATION ELEMENT**

**Objective 7.1.** The City shall act to ensure that all planning and development related activities are coordinated with the comprehensive plan or any other plans of Clay County, the Northeast Florida Regional Council (NEFRC), and the School Board.

**Policy 7.1.1.** Maintain procedures to review comprehensive plans and comprehensive plan amendments of the County and the plans of the Clay County School Board and the Northeast Florida Regional Council.

**ECONOMIC DEVELOPMENT ELEMENT**

**Policy 9.1.6.** Continue collaboration through the Clay County EDC and the Clay County Chamber of Commerce with Florida Chamber of Commerce and Enterprise Florida Inc for sector strategy development, regional incentive updates and statewide attraction and site selection programs.

**Objective 9.5.** The City shall collaborate economic development efforts with state, regional and local partners to foster a system of enhanced communication and partnerships within the Northeast Florida region.

**PRIVATE PROPERTY RIGHTS ELEMENT**

**Objective 10.1.** The City shall recognize that each property owner has constitutionally protected private property rights and shall consider these property rights in local decision making by referring to a set of statement of rights identified in this element.

**Policy 10.1.1.** The following rights shall be considered in local decision making:

- a. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
- b. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.
- c. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
- d. The right of a property owner to dispose of his or her property through sale or gift.

**PUBLIC FACILITIES IMPACT**

Traffic Impacts

Land Use <sup>1</sup> (ITE)	Square Footage/Dwelling Units	Daily		AM Peak		PM Peak	
		Rate	Trips	Rate	Trips	Rate	Trips
Industrial	392,040	6.83	2,678	.82	321	.85	333
Shopping Center**	653,400	42.70	27,900	.96	627	3.71	2,424

1. Source: Institute of Transportation Engineers: Trip Generation Manual 9<sup>th</sup> Edition

**Conclusion:** There are no development plans at this time as a result, the traffic impacts were calculated two: the maximum floor area ratio (1.0)\* based on the assumption of a Shopping Center at a maximum FAR of 1.0 per the comprehensive plan requirements and a separate calculation was made based on a maximum of a .6 FAR for an Industrial Park. The proposed change in Land Use shows a much lower impact on the adjacent roadways.

Potable Water Impacts  
Industrial

System Category	Gallons Per Day (GPD)
Current Permitted Capacity <sup>1</sup>	4,200,000
Less actual Potable Water Flows <sup>1</sup>	1,013,000
Residual Capacity <sup>1</sup>	3,187,000
Projected Potable Water Demand from Proposed Project <sup>2</sup>	71,874
<b>Residual Capacity after Proposed Project</b>	<b>3,115,126</b>

1. Source: City of Green Cove Springs Public Works Department  
2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: .11 x sq ft (based on historical data)

**Conclusion:** The impact was calculated based on potential industrial uses. As shown in the table above, there is adequate capacity this use type. The City has existing water lines installed at this location.

Sanitary Sewer Impacts – South Plant WWTP  
Commercial

System Category	Gallons Per Day (GPD)
Current Permitted Capacity <sup>1</sup>	350,000
Current Loading <sup>1</sup>	270,000
Committed Loading <sup>1</sup>	330,000
Projected Sewer Demand from Proposed Project <sup>2</sup>	71,874
<b>Residual Capacity after Proposed Project</b>	<b>-321,874</b>

1. Source: City of Green Cove Springs Public Works Department  
2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: .11 x sq ft (based on historical data)

**Conclusion:** The impact was calculated based on potential commercial or residential uses. The project site is served by the South Plant Wastewater Treatment Plant (WWTP). As shown in the table above, when factoring in the current loading and the committed loading, this WWTP is over capacity to handle the estimated impacts resulting from the proposed application. The committed loading is related to the Rookery Development which will be completed in two years prior to the commencement of this project. At such time, the Rookery capacity will be served by a new wastewater treatment facility provided by the Clay County Utility Authority. Once the facility is built, the capacity temporarily reserved to the Rookery shall be available for this development. In addition, the remaining demand will be sent via force main to the Harbor Road plant, where the City has an excess capacity of approximately 700,000 gallons per day. As a result, there is adequate capacity. The City has existing sewer lines at this location.

Solid Waste Impacts

Commercial

System Category	LBs Per Day / Tons per Year
Solid Waste Generated by Proposed Project <sup>1</sup>	None
Solid Waste Facility Capacity <sup>2</sup>	Minimum 3 Years Capacity

1. Source: City of Green Cove Springs does not provide commercial sanitation services, prospective sanitation collection franchisees shall comply with City Code Section 66-10.

**Solid Waste Impacts**

The City of Green Cove Springs’ solid waste is disposed of at the Rosemary Hill Solid Waste Management Facility operated by Clay County. Per the Clay County Comprehensive Plan, a minimum of three (3) years capacity shall be maintained at the County’s solid waste management facility. For commercial developments, the City does not provide Curbside Service; commercial locations must instead contract with an approved franchisee for containerized collection.

**Conclusion:** The proposed future land use amendment and rezoning are not expected to negatively impact the City’s adopted LOS or exceed the County solid waste management facility’s capacity.

**Compatibility**

The Subject Property in addition to the companion application (FLUS-23-006 and ZON-23-007) are located adjacent to a Mixed Use Land Use District to the north and west and to the east the property is the Reynolds AirPark which is zoned Industrial. The properties to the south along Hall Park Road is also Zoned Industrial. In addition, the subject property is in close proximity to a Railroad which is conducive for Industrial Development and had previously been used as a Manufacturing facility. The property along US 17 and SR 16 shall remain as commercial properties in keeping with providing a commercial gateway into the City. As a result, the proposed Future Land Use and Zoning application is suitable for the property and compatible with the surrounding uses.

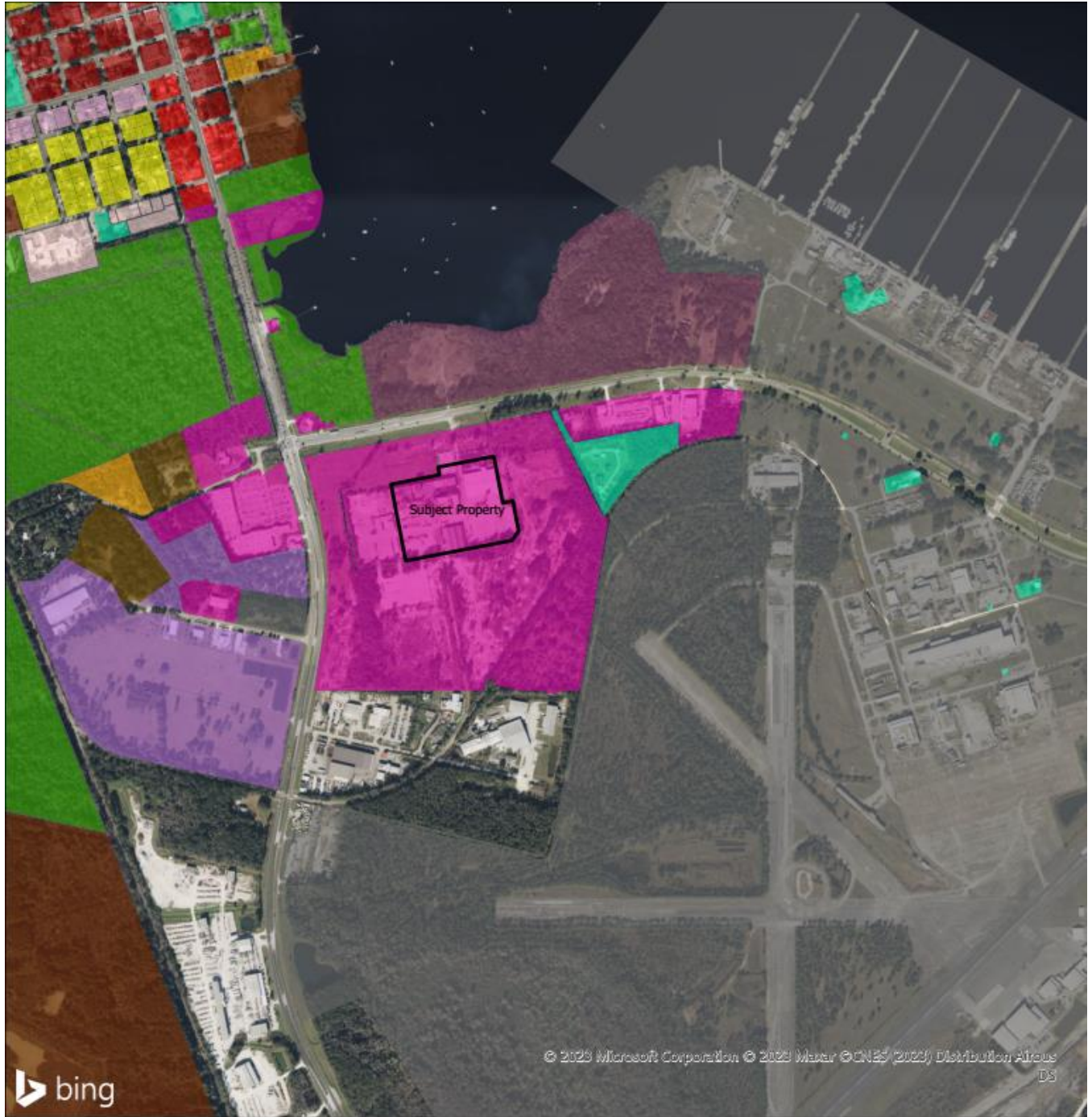
Existing Future Land Use



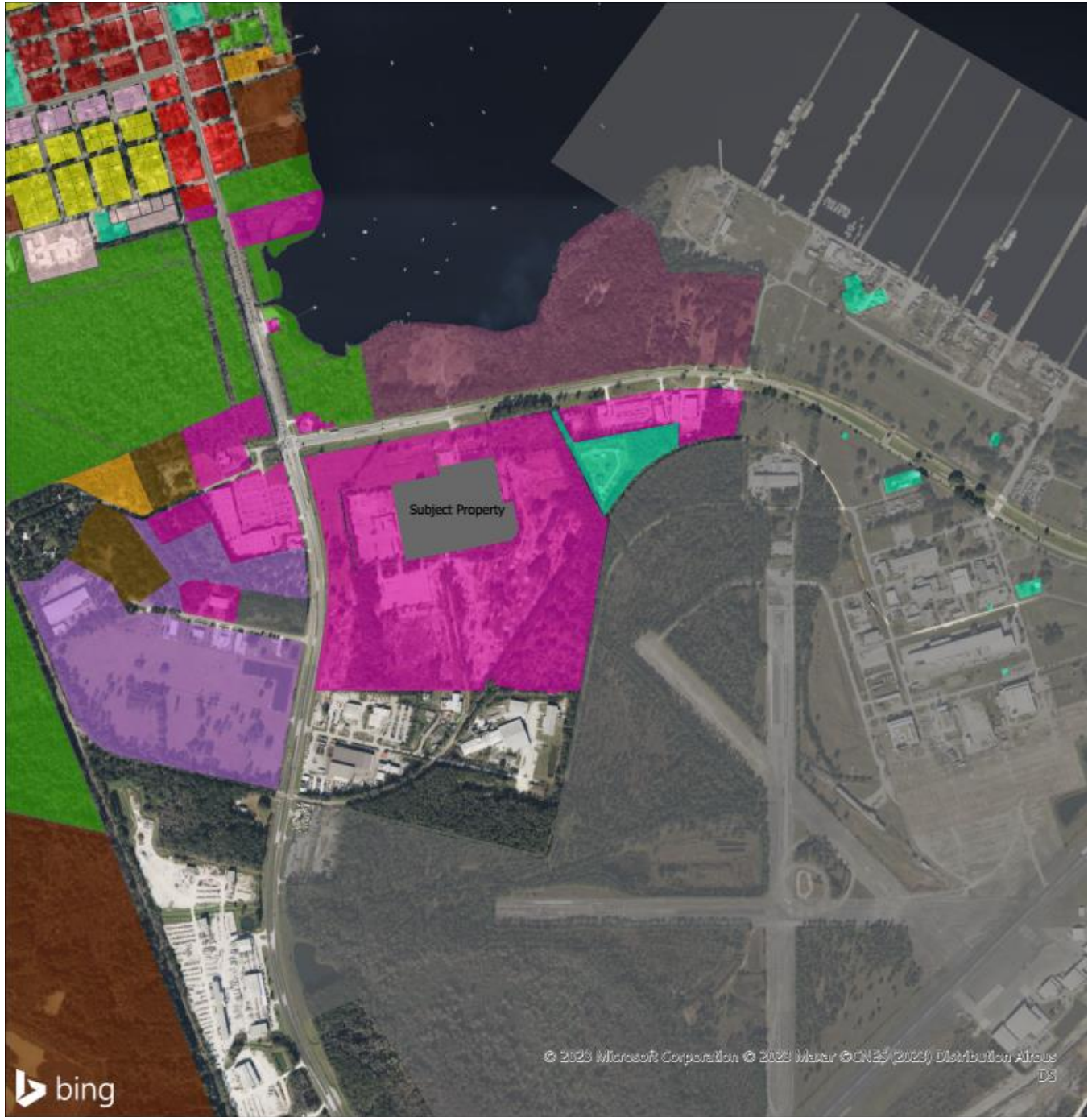
Proposed Future Land Use



### Existing Zoning



### Proposed Zoning





## STAFF RECOMMENDATION

Staff recommends approval of the Future Land Use designation from Mixed Use to Industrial and the Zoning Amendment from C-2, General Commercial to M-2 Heavy Industrial.

### **RECOMMENDED MOTIONS:**

#### **Future Land Use**

Recommend to City Council approval of ordinance O-28-2023, to amend the Future Land Use of the property described therein from Mixed Use to Industrial

#### **Zoning**

Recommend to City Council approval of ordinance O-29-2023 to amend the Zoning of the property described therein from C-2, General Commercial to M-2 Heavy Industrial.



FOR OFFICE USE ONLY

Received Date \_\_\_\_\_  
Application #: \_\_\_\_\_  
Acceptance Date: \_\_\_\_\_  
Review Date: SRDT \_\_\_\_\_ P & Z \_\_\_\_\_ CC \_\_\_\_\_

Small Scale Future Land Use Map Amendment Application

A. PROJECT

- 1. Project Name: LLHE INDUSTRIAL REZONE
- 2. Address of Subject Property: 965 LEONARD C. TAYLOR PARKWAY
- 3. Parcel ID Number(s): 38-06-26-016451-000-00
- 4. Existing Use of Property: INDUSTRIAL MANUFACTURING *7/16/23*
- 5. Future Land Use Map Designation: ~~INDUSTRIAL LAND USE~~ MIXED USE
- 6. Existing Zoning Designation: ~~C11: COMMERCIAL HIGH INTENSITY~~ C2 GENERAL COMMERCIAL
- 7. Proposed Future Land Use Map Designation: INDUSTRIAL (IND) *7/16/23*
- 8. Acreage (must be 50 acres or less): 15

B. APPLICANT

- 1. Applicant's Status  Owner (title holder)  Agent
- 2. Name of Applicant(s) or Contact Person(s): DAVID SMITH Title: MANAGER  
Company (if applicable): LOUIS L. HUNTLEY ENTERPRISES, INC.  
Mailing address: 1890 KINGSLEY AVE., STE 102  
City: ORANGE PARK State: FL ZIP: 32073  
Telephone: (904) 272-0435 e-mail: A.VAUGHN@MMSEJAX.COM
- 3. If the applicant is agent for the property owner\*  
Name of Owner (title holder): LOUIS WARD HUNTLEY  
Mailing address: 1890 KINGSLEY AVE., STE. 102  
City: ORANGE PARK State: FL ZIP: 32073  
Telephone: (904) 631-0124 e-mail: JFFYJOE@AOL.COM

\* Must provide executed Property Owner Affidavit authorizing the agent to act on behalf of the property owner.

C. ADDITIONAL INFORMATION

- 1. Is there any additional contact for sale of, or options to purchase, the subject property?  
 Yes  No If yes, list names of all parties involved:  
  
If yes, is the contract/option contingent or absolute?  
 Contingent  Absolute

D. ATTACHMENTS

1. Statement of proposed change, including a map showing the proposed Future Land Use Map change and Future Land Use Map designations on surrounding properties
2. A map showing the zoning designations on surrounding properties
3. A current aerial map (Maybe obtained from the Clay County Property Appraiser.)
4. Legal description with tax parcel number.
5. Boundary survey
6. Warranty Deed or the other proof of ownership
7. Fee.
  - a. \$750, plus
  - b. All applications are subject 10% administrative fee and must pay the cost of postage, signs, advertisements and the fee for any outside consultants.

No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any fees necessary for technical review or additional reviews of the application by a consultant will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any action of any kind on the development application.

All attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge:

*[Handwritten Signature]* Manager  
 \_\_\_\_\_  
 Signature of Applicant

*DAVID E. SMITH*  
 \_\_\_\_\_  
 Typed or printed name and title of applicant

\_\_\_\_\_  
 Signature of Co-applicant

\_\_\_\_\_  
 Typed or printed name of co-applicant

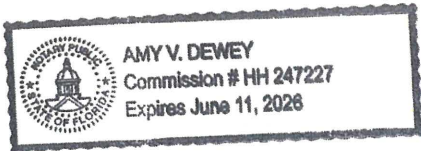
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

State of FL County of CLAY

The foregoing application is acknowledged before me this 30<sup>TH</sup> day of MAY, 2023, by DAVID SMITH, who is/are personally known to me, or who has/have produced \_\_\_\_\_ as identification.

NOTARY SEAL



*[Handwritten Signature]*  
 \_\_\_\_\_  
 Signature of Notary Public, State of FL



FOR OFFICE USE ONLY

P Z File # \_\_\_\_\_  
Application Fee: \_\_\_\_\_  
Filing Date: \_\_\_\_\_ Acceptance Date: \_\_\_\_\_  
Review Date: SRDT \_\_\_\_\_ P & Z \_\_\_\_\_ CC \_\_\_\_\_

# Rezoning Application

## A. PROJECT

- Project Name: LLHE INDUSTRIAL REZONE
- Address of Subject Property: 965 LEONARD G. TAYLOR PARKWAY
- Parcel ID Number(s): 38-06-26-016451-000-00
- Existing Use of Property: INDUSTRIAL MANUFACTURING
- Future Land Use Map Designation: ~~INDUSTRIAL LAND USE~~ MIXED USE
- Existing Zoning Designation: ~~C11: COMMERCIAL HIGH INTENSITY~~ C2 GENERAL COMMERCIAL
- Proposed Zoning Designation: ~~INDUSTRIAL (IND)~~ M2: HEAVY INDUSTRIAL
- Acreage: 15

## B. APPLICANT

- Applicant's Status  Owner (title holder)  Agent
- Name of Applicant(s) or Contact Person(s): DAVID SMITH Title: MANAGER  
Company (if applicable): LOUIS L. HUNTLEY ENTERPRISES, INC.  
Mailing address: 1890 KINGSLEY AVE., STE 102  
City: ORANGE PARK State: FL ZIP: 32073  
Telephone: 904 272-0435 FAX: 904 272-4488 e-mail: A.VAUGHN@MMSEJAX.COM
- If the applicant is agent for the property owner\*  
Name of Owner (titleholder): LOUIS WARD HUNTLEY  
Mailing address: 1890 KINGSLEY AVE., STE 102  
City: ORANGE PARK State: FL ZIP: 32073  
Telephone: 904 631-0124 FAX: 904 272-4488 e-mail: JFFYJOE@AOL.COM

\* Must provide executed Property Owner Affidavit authorizing the agent to act on behalf of the property owner.

## C. ADDITIONAL INFORMATION

- Is there any additional contact for sale of, or options to purchase, the subject property?  
 Yes  No If yes, list names of all parties involved:  
  
If yes, is the contract/option contingent or absolute?  
 Contingent  Absolute

D. ATTACHMENTS

- 1. Statement of proposed change, including a map showing the proposed zoning change and zoning designations on surrounding properties
- 2. A current aerial map (Maybe obtained from the Clay County Property Appraiser.)
- 3. Plat of the property (Maybe obtained from the Clay County Property Appraiser.)
- 4. Legal description with tax parcel number.
- 5. Boundary survey
- 6. Warranty Deed or the other proof of ownership
- 7. Fee.
  - a. \$750 plus \$20 per acre over 5
  - b. All applications are subject 10% administrative fee and must pay the cost of postage, signs, advertisements and the fee for any outside consultants.

No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any fees necessary for technical review or additional reviews of the application by a consultant will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any action of any kind on the development application.

**All 7 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.**

I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge:

*David E. Smith*  
 Signature of Applicant  
 DAVID E. SMITH  
 Typed or printed name and title of applicant

\_\_\_\_\_  
 Signature of Co-applicant  
 \_\_\_\_\_  
 Typed or printed name of co-applicant

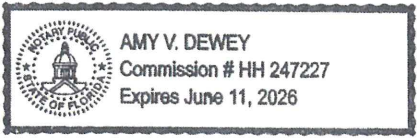
Date \_\_\_\_\_ Date \_\_\_\_\_  
 State of FL County of CLAY

The foregoing application is acknowledged before me this 30th day of MAY, 2023, by DAVID

SMITH, who is/are personally known to me, or who has/have produced \_\_\_\_\_ as identification.

NOTARY SEAL

*Amy Dewey*  
 Signature of Notary Public, State of FL



MAP SHOWING BOUNDARY SURVEY OF

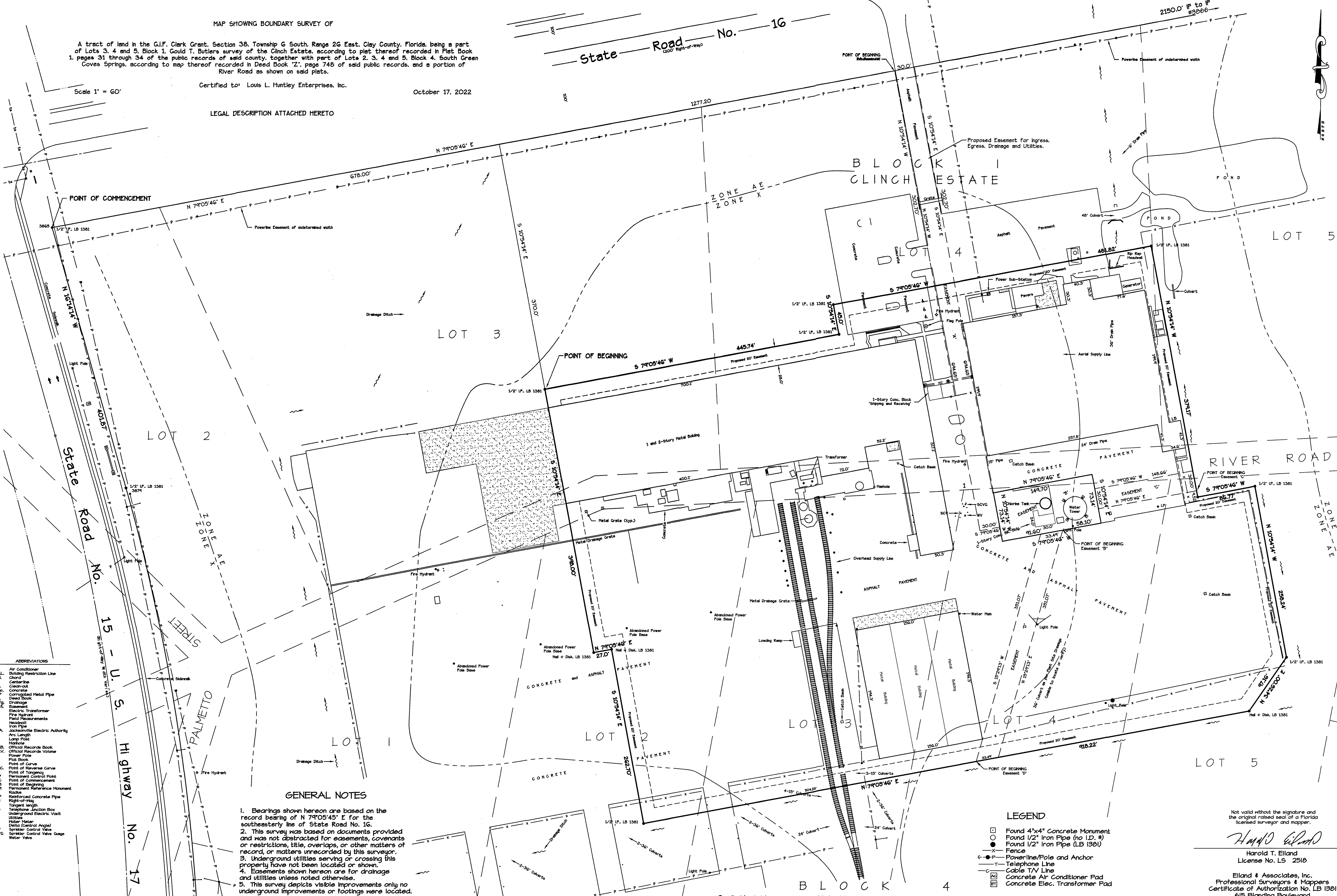
A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 3, 4 and 5, Block 1, Gould T. Butlers survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, together with part of Lots 2, 3, 4 and 5, Block 4, South Green Cove Springs, according to map thereof recorded in Deed Book "Z", page 748 of said public records, and a portion of River Road as shown on said plats.

Certified to: Louis L. Huntley Enterprises, Inc.

October 17, 2022

LEGAL DESCRIPTION ATTACHED HERETO

Scale 1" = 60'



ABBREVIATIONS

AC	Air Conditioner
B.R.L.	Building Restriction Line
Chd.	Chord
C.L.	Centerline
C.C.	Concrete
CM	Cast-in-place Concrete
CMF	Corrugated Metal Pipe
D.B.	Deed Book
D.M.	Drainage
E	Easement
ET	Electric Transformer
F.H.	Fire Hydrant
F.M.	Field Measurements
H	Head
I.P.	Iron Pipe
J.E.A.	Jacksonville Electric Authority
L	Lot
L.P.	Lamp Post
M	Manhole
O.R.B.	Official Records Book
O.R.V.	Official Records Volume
P.P.	Power Pole
P.C.	Point of Curve
P.R.C.	Point of Reverse Curve
P.T.	Point of Tangency
P.C.P.	Permanent Control Point
P.O.C.	Point of Commencement
P.O.B.	Point of Beginning
P.R.M.	Permanent Reference Monument
R	Road
R.C.P.	Reinforced Concrete Pipe
R.H.	Right-of-Way
T	Tangent
T.J.B.	Telephone Junction Box
U.E.V.	Underground Electric Vault
U.S.	United States
V	Valve
V.A.	Valve (Central Angle)
S.V.	Sprinkler Control Valve
SCV	Sprinkler Control Valve Gauge
WV	Water Valve

**GENERAL NOTES**

1. Bearings shown hereon are based on the record bearing of N 79°05'45" E for the southeasterly line of State Road No. 16.
2. This survey was based on documents provided and was not abstracted for easements, covenants or restrictions, title overlaps, or other matters of record, or matters unrecorded by this surveyor.
3. Underground utilities serving or crossing this property have not been located or shown.
4. Easements shown hereon are for drainage and utilities unless noted otherwise.
5. This survey depicts visible improvements only; no underground improvements or footings were located.

**LEGEND**

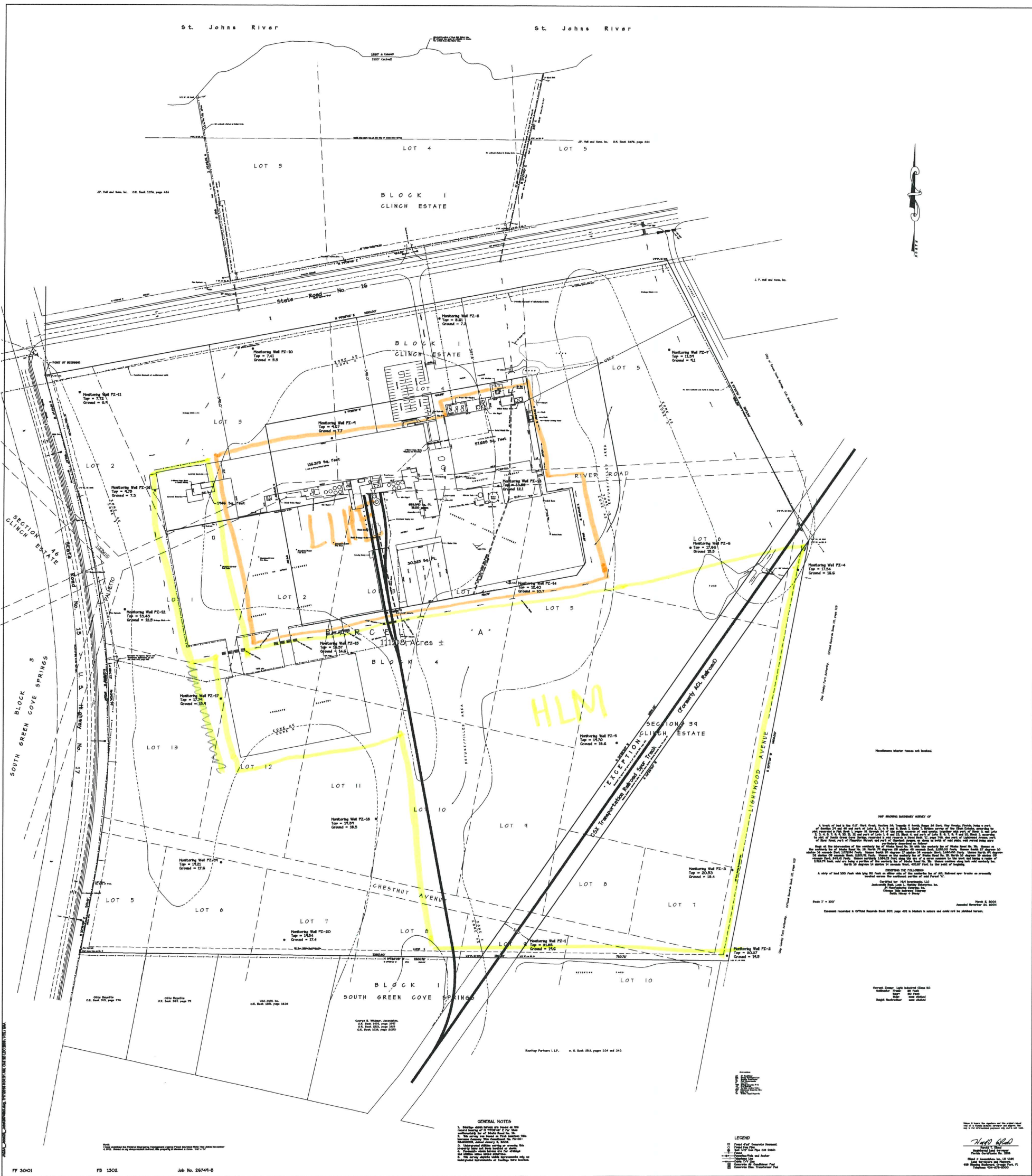
- Found 4"x4" Concrete Monument
- Found 1/2" Iron Pipe (no I.D. #)
- Found 1/2" Iron Pipe (LB 1381)
- P — Powerline/Pole and Anchor
- T — Telephone Line
- C — Cable TV Line
- AC — Concrete Air Conditioner Pad
- ET — Concrete Elec. Transformer Pad

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

*Harold T. Elland*

Harold T. Elland  
License No. LS 2518

Elland & Associates, Inc.  
Professional Surveyors & Mappers  
Certificate of Authorization No. LB 1381  
615 Blanding Boulevard  
Orange Park, Florida 32065  
Telephone 904-272-1000



**GENERAL NOTES**

1. Survey done in accordance with the Florida Statutes and the Florida Board of Professional Engineers and Professional Surveyors.
2. The survey was conducted in accordance with the Florida Statutes and the Florida Board of Professional Engineers and Professional Surveyors.
3. The survey was conducted in accordance with the Florida Statutes and the Florida Board of Professional Engineers and Professional Surveyors.
4. The survey was conducted in accordance with the Florida Statutes and the Florida Board of Professional Engineers and Professional Surveyors.
5. The survey was conducted in accordance with the Florida Statutes and the Florida Board of Professional Engineers and Professional Surveyors.

**LEGEND**

- Boundary Line
- Easement Line
- Utility Line
- Proposed Road
- Proposed Lot
- Proposed Structure
- Proposed Fence
- Proposed Well
- Proposed Pond
- Proposed Canal
- Proposed Ditch
- Proposed Embankment
- Proposed Retention Wall
- Proposed Bridge
- Proposed Culvert
- Proposed Tunnel
- Proposed Pier
- Proposed Wharf
- Proposed Dock
- Proposed Pier
- Proposed Wharf
- Proposed Dock

**NOTICE TO CONTRACTORS**

A copy of this plat shall be filed in the public records of the county in which the land is located. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.

5 MIN. RETURN

49

Return to: & Prepared by:  
Head, Moss, Fulton & Noble, P.A.  
1530 Business Center Dr., Ste. 4  
Orange Park, Florida 32003

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
GREEN COVE SPRINGS TOWN CENTER SOUTH

THIS DECLARATION is made and entered into this 18th day of June, 2006, by and between HLM LAND DEVELOPMENT, INC., a Florida corporation, ("Developer"), and HLM INVESTMENTS, LLC ("HLM") with respect to certain real property located in Clay County, Florida, and more particularly described on Exhibit "A" attached hereto ("The Properties").

**RECITALS**

(a) Developer is the contract vendee of The Properties, (pursuant to a Purchase and Sale Agreement between Developer as "Buyer" and HLM as "Seller" dated May 18, 2006, less and except that portion described on Exhibit "B" (the "Out Parcel") and less and except that portion described on Exhibit "C" ("Parcel 16"), and

(b) HLM is the owner of the Out Parcel and Parcel 16, and of the Properties, subject to the rights of Developer as contract vendee, and

(c) Developer and HLM desire by these presents to impose the following covenants, conditions and restrictions on The Properties.

NOW, THEREFORE, the undersigned do hereby declare that The Properties shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I DEFINITIONS

**Section 1. Definitions.** The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings;

(a) "Association" shall mean and refer to GREEN COVE SPRINGS TOWN CENTER SOUTH MAINTENANCE ASSOCIATION, INC., a Florida corporation not-for-profit. References herein to the Association shall be subject to the provisions of Article XI, Section 11 of this Declaration.

(b) "Common Areas" shall mean all property located within The Properties and indicated on the Site Plan attached hereto as Exhibit "E" and made a part hereof as roadways, drainage ways and retention ponds together with the landscaping and any improvements thereon, including, without limitation, all structures, driveways, entrances, landscaped areas and street lights and irrigation systems, if any; (but excluding any public utility installations thereon), all as same may be



located, constructed and developed by Developer and or the Association from time to time hereafter. In addition to the foregoing, the portions of The Properties described in Article IV, Section 6, of this Declaration shall also be deemed to be part of the Common Areas, but only for the purposes set forth in said Section, and not for, inter alia, purposes of title.

Developer will endeavor to specifically identify by recorded legal description, signage, physical boundaries, site plans or other means) the Common Areas of The Properties, but such identification shall not be required in order for a portion of The Properties to be a Common Area hereunder. Without limiting the generality of Section 2 of this article, in the event that Developer determines that a particular portion of The Properties is or is not a Common Area hereunder (in the manner provided in said Section 2). such determination shall be binding and conclusive.

In the event the Association accepts an easement or similar grant over, under or through any portion of The Properties or any property adjacent thereto or in the vicinity thereof, the area subject to such easement shall be deemed Common Areas for the purposes of, but only for the purposes of, the Association performing whatever duties or obligations are stated in, or implied by law with respect to such easement or other grant.

(c) "Developer" shall mean and refer to HLM Land Development, Inc., a Florida general partnership, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of The Properties. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

(d) "Lot" shall mean and refer to a portion of the Properties (as hereinafter defined) which is a distinct parcel and on which a commercial (generally, office, retail, hotel, service or restaurant) structure is or may be built under applicable plat, zoning and other land use restrictions and requirements. The initial Lots are described on Exhibits B, C, and D-1 through D-15, inclusive, which are depicted on the Map of The Properties attached hereto as Exhibit "E". The foregoing shall not include, however, a platted parcel on which there is or may be built a structure intended for the common use of the Owners. A "Lot" shall also mean any specific parcel of land within The Properties designated as such by a Supplemental Declaration to

such effect executed and recorded by the Developer (and joined in by the Owner of such parcel, if different from the Developer). In the event that any Lot is subsequently subdivided by Developer or a future Owner thereof, or is submitted to the Condominium or cooperative form of ownership, , it shall be nevertheless be deemed a single Lot hereunder, as more particularly described in Article IX of this Declaration.

(e) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties. For the purposes of this Declaration, an "Owner" shall also mean a property owners association, a condominium or cooperative association administering a subdivided portion of a Lot or a condominium or cooperative constituting a Lot/Unit as more particularly described in Article IX of this Declaration.

(g) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

(h) "Unit" shall mean and refer to the individual retail, office, hotel, restaurant, service or other structure constructed on the Lot and all appurtenant improvements. A "Unit" shall be deemed a single Unit hereunder even though divided into separate condominium or cooperative parcels.

**Section 2. Interpretation and Flexibility.** In the event of any ambiguity or question as to whether any person, entity, property or improvement falls within any of the definitions set forth in this Article I, the determination made by Developer in such regard (as evidenced by a recorded Supplemental Declaration stating same) shall be binding and conclusive. Moreover, Developer may, also by way of Supplemental Declaration, alter or amend the application of any portion of this Declaration as to any specified portion(s) of The Properties in order to reflect any unique characteristics thereof; provided that such altered or amended application may not go so far as to be unequivocally contrary to the overall, uniform scheme of development for The Properties contemplated in this Declaration.

All references in this instrument to recording data refer to the Public Records of Clay County, Florida.

**ARTICLE II**

**PROPERTY SUBJECT TO THIS DECLARATION;**

**ADDITIONS THERETO**

**Section 1. Legal Description.** The real property which, initially, is and shall be held, transferred, sold, conveyed and occupied subject to this

Declaration is located in Clay County, Florida, and is more particularly described on Exhibit "A" attached hereto, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as "The Properties".

**Section 2. Withdrawal.** Developer reserves the right to amend this Declaration at any time, without prior notice and without the consent of any person or entity except as provided below, for the purpose of removing certain portions of The Properties then owned by the Developer or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for The Properties desired to be effected by the Developer; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development of The Properties.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

**Section 1. Membership.** Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, but subject to Article IX hereof. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

**Section 2. Voting Rights.** The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners, as defined in Article I, Section 1(f) with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Each Class A Member shall be entitled to one (1) vote for each "Assessment Unit" (as defined in Article V, Section 2 hereof) attributable to each Lot in which it holds the interests required for membership by Section 1. By way of example, a Class A member owning a Lot having 1.33 assessment units shall have 1.33 votes. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, but the single vote for such Lot shall be exercised as they among themselves determine, but, subject only to the following subsection, in no event shall more than one (1) vote be cast with respect to any Assessment Unit.

Class B. The Class B Member shall be the Developer. The Class

B member shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B membership shall cease and terminate one (1) year after the last Lot within The Properties has been sold and conveyed by the Developer (or its affiliates), or sooner at the election of the Developer (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

**Section 3. General Matters.** When reference is made herein, or in the Articles, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to refer to a majority or specific percentage of the votes of Members present at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Lots.

#### ARTICLE IV

##### COMMON AREAS; CERTAIN EASEMENTS

**Section I. Members Easements.** Each Member, and each tenant, agent and invitee of each Member and each Member's tenant have a non-exclusive permanent and perpetual easement over and upon the Common Areas as and when same shall be improved and/or constructed from time to time hereafter for the intended use and enjoyment thereof in common with all other such Members, tenants, agents and invitees, in such manner as may be regulated by the Association. IN NO EVENT, HOWEVER SHALL THE FOREGOING BE DEEMED TO GRANT ANY EASEMENT IN FAVOR OF THE GENERAL PUBLIC.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration.

(b) The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(c) The right to the use and enjoyment of the Common Areas and facilities thereon for their intended purposes shall extend to all agents, employees, guests and invitees of the Owners, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations; provided, however, that neither such rules and regulations nor any amendment to this Declaration shall deprive Owners and the other

aforsaid parties from access to their respective Lots.

(d) The right of Developer to permit such persons as Developer shall designate to use the Common Areas and all facilities located thereon (if any).

(e) The right of Developer and the Association to have, grant and use general ("blanket") and specific easements over, under and through the Common Areas.

(f) The right of the Association, by a 2/3rds affirmative vote of the entire membership, to dedicate or convey portions of the Common Areas to any public or quasi-public agency, community development district or other entity under such terms as the Association deems appropriate and to create or contract with community development and special taxing districts for lighting, roads or other services, security, or communications and other similar purposes deemed appropriate by the Association (to which such dedication or contract all Owners, by the acceptance of the deeds to their Lots, shall be deemed to have consented, no consent of any other party, except the Developer, being necessary).

**Section 2. Easements Appurtenant.** The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot, but shall not be deemed to grant or convey any ownership interest in the Common Areas subject thereto.

**Section 3. Maintenance and Rent.** The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary. the Common Areas (including, without limitation, the landscaping and pedestrian areas described in Section 6, below), and to the extent not otherwise provided for, the paving, drainage structures, landscaping, irrigation systems, improvements and other structures (except public utilities, to the extent same have not been made Common Areas) situated on the Common Areas, if any, all such work to be done as ordered by the Board of Directors of the Association. Maintenance of any applicable street lighting fixtures or irrigation systems shall include and extend to payment for all electricity consumed in their operation, unless same is separately metered to a specific Lot(s). Without limiting the generality of the foregoing, the Association shall assume all of Developer's and its affiliates' responsibility to the City of Green Cove Springs and Clay County and their governmental and quasi-governmental subdivisions of any kind with respect to the Common Areas or utilities serving The Properties (including, without limitation, as to any ongoing use or maintenance requirements under any Developer's Agreement or similar instrument) and shall fully indemnify and hold the Developer and its affiliates and the parties joining herein harm-less with respect thereto.

In addition to performing its other duties under this Declaration as to the Common Areas, in the event that any of same is leased by Developer from a third party, the Association shall be responsible for paying (and assessing all Owners for the payment of) any rentals, charges or other sums due under the applicable lease when same is assigned by the Developer to the Association (which assignment will be deemed automatically accepted by the Association) and shall fully indemnify and hold the Developer harmless in the event of the Association's failure to do so.

All expenses incurred by the Association pursuant to this Section and this Declaration generally shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith. In order to effect economies of scale and for other relevant purposes, the Association and/or other similar associations shall have the power to incur, by way of contract or otherwise, expenses general to all or applicable portions of their respective properties and then allocate portions of such expenses among the Association and other affected associations based on such formula as may be adopted by them. The portion so allocated to the Association shall be deemed a general expense (or in the case of charges applicable to only one or more specific Lots to the exclusion of others, a special expense to be allocated only among the affected Lots), collectible through assessments (either general or special) against applicable Lots.

No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Areas or abandonment of the right to use the Common Areas.

**Section 4. Utility Easements.** Use of the Common Areas for utilities, as well as use of the other utility easements as shown on or described in relevant recorded instruments, shall be in accordance with the applicable provisions of this Declaration and said instruments. Public utilities in the Common Areas for the service of The Properties shall be installed underground, except as may be otherwise permitted by the Developer. The Developer hereby reserves, and it and its affiliates and its and their designees shall have, a perpetual easement over, upon and under the Common Areas and the unimproved portions of the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of drainage and utilities, including, but not limited to easements hereby reserved within each lot, ten feet in width, along and adjacent to each lot line.

**Section 5. Public Easements.** Fire, police, health and sanitation, park maintenance and other public service personnel and vehicles shall have a

permanent and perpetual easement for ingress and egress over and across the Common Areas in the performance of their respective duties.

**Section 6. Landscaping and Pedestrian Areas.** The common sidewalks, landscaping and grading features located in the portions of The Properties bordering the main roadway thereof (such portions generally, although not necessarily always, having a width of ten (10) feet) shall be deemed part of the Common Areas hereunder, notwithstanding the fact that same are located on, and within the boundary lines of Lots. Accordingly, each Lot on which such landscaping and pedestrian areas are located shall be subject to a non-exclusive easement, to the extent of such areas, in favor of (i) the Association, for the performance of its duties with respect thereto and (ii) all Owners and their tenants, agents, guests and invitees, for the reasonable use of the landscaping and pedestrian areas for their intended purposes.

**Section 7. Ownership.** The Common Areas are hereby dedicated non-exclusively to the joint and several use, in common, of the Developer and the Owners of all Lots that may from time to time constitute part of The Properties and their tenants, agents and invitees and the Developer's tenants, guests and invitees, all as provided and regulated herein or otherwise by the Association. The Common Areas (or appropriate portions thereof, but not the landscaping and pedestrian areas described above) shall, upon the later of completion of the improvements thereon or the date when the last Lot within The Properties has been conveyed by Developer to a purchaser (or at any earlier time and from time to time at the sole election of the Developer), be conveyed by quit claim deed to the Association, which shall be deemed to have automatically accepted such conveyance. Except as provided in Article XI, Section 11 hereof, the Association shall be responsible for the maintenance, insurance and administration of such Common Areas (whether or not then conveyed or to be conveyed to the Association).

It is intended that all real estate taxes assessed against those portions of the Common Areas owned or to be owned, by the Association shall be (or have been, because the purchase prices of the Lots and/or Units have already taken into account their proportionate shares of the values of the Common Areas), proportionally assessed against and payable as part of the taxes of the applicable Lots within The Properties. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment (subject to protest or appeal before or after payment) of the same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date these covenants are recorded, and such taxes shall be prorated between Developer and the Association as of the date of such recordation.

Developer and its affiliates shall have the right from time to time to enter upon the Common Areas and other portions of The Properties (including, without limitation, Lots and Units) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Areas or elsewhere on The Properties that Developer and its affiliates or designee elect to effect, and to use, without charge, the Common Areas and other portions of The Properties for sales, displays and signs or for any other purpose during the period of construction and sale of any portion of The Properties. Without limiting the generality of the foregoing, the Developer and its affiliates shall have the specific right to maintain upon any portion of The Properties sales, administrative, construction or other offices and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto the Developer and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, the Developer shall not be liable for delays in such completion to the extent resulting from the need to finish the above-referenced activities prior to such completion.

**Section 8. Drainage Facilities.** All underground drainage pipes and systems located within The Properties which provide drainage from the Lots to the retention pond(s) located within The Properties shall be deemed Common Areas for the purposes of (i) the Owners' reasonable use thereof for their intended purposes, and (ii) the maintenance, repair and replacement thereof by the Association.

The Association shall be responsible to the Owner of each Lot on or under which the aforesaid Common Areas are located for: (i) notifying the Owner, at least five (5) days in advance (except in the case of emergencies) of any maintenance, repair or replacement activities to be conducted on the Lot pursuant to this Section, (ii) performing said activities in a manner so as to reasonably minimize any interference with the normal and customary use of the Lot, and (iii) promptly repairing and restoring any portion of a Lot which is damaged as a result of such activities.

Neither the last paragraph of Section 1(b) of Article I nor this Section shall make or be deemed to make the Association the Owner of any portion of a Lot containing the Common Areas described therein or herein or require the Developer to convey same to the Association.

**Section 9. Use Restriction as to Out Parcel.** The Out Parcel is specifically excluded from any present or future surface water drainage



retention system(s) and facilities within any portion of The Properties and no easement rights or use thereof for the benefit of the Out Parcel is granted or intended by this document with respect to such system(s) and facilities notwithstanding any language contained herein to the contrary.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation for Assessments.** Except as provided elsewhere herein, the Developer (and each party joining in any supplemental declaration), for all Lots within The Properties, hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and charges for the operation of the Association and the rental, maintenance, management, operation and insurance of the Common Areas as provided elsewhere herein, including such reasonable reserves as the Association may deem necessary, capital improvement assessments, as provided in Section 4 hereof, special assessments for maintenance as provided in Section 3 hereof and all other charges and assessments hereinafter referred to or lawfully imposed by or on the Association, all such assessments to be fixed, established and collected from time to time as herein provided. In addition, special assessments may be levied against particular Owners and Lots for fines or expenses incurred against particular Lots and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration. The annual, special and other assessments, together with such late charges and interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such late charges and interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due and all subsequent Owners until paid. Except as provided herein with respect to special assessments which may be imposed on one or more Lots and Owners to the exclusion of others and as provided in Section 8, below, all assessments imposed by the Association shall be imposed against all Lots subject to its jurisdiction by application of the formula set forth in Section 2, below.

Reference herein to assessments shall be understood to include reference to any and all of said interest, charges and costs whether or not specifically mentioned.

**Section 2. Rates of Assessments.** Each Lot shall be assessed at a

uniform rate for each acre (or fractional acre) rounded to the nearest one hundredth of an acre within such Lot (an "Assessment Unit"). By way of example, a Lot which is 1.33 acres in size shall have 1.33 assessment units. For purposes of this Section (and of Article III, Section 2), the "acreage" of a Lot shall be measured from the exterior boundary lines thereof and shall not be reduced by any area occupied or covered by easements, rights of way or other rights therein or encumbrances thereon.

**Section 3. Special Assessments.** In addition to the regular and capital improvement assessments which are or may be levied hereunder, the Association (through a majority vote of the Board of Directors) shall have the right to levy special assessments against an Owner(s) to the exclusion of other Owners for (i) the repair or replacement of damage to any portion of the Common Areas (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or his tenant(s) or (ii) the costs of work performed by the Association in accordance with Article VI of this Declaration (together with any surcharges collectible thereunder). Any such special assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any special assessment levied hereunder shall be due within the time specified by the Board of Directors in the action imposing such assessment.

**Section 4. Capital Improvements.** Funds which in the aggregate are in excess of the lesser of \$5,000 or 10% of the then current operating budget of the Association in any one fiscal year which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas under the jurisdiction of the Association and which have not previously been collected as reserves or are otherwise available to the Association (other than by borrowing) shall be levied by the Association as assessments only upon approval of a majority of the Board of Directors of the Association and upon approval by two-thirds (2/3) favorable vote of the Members of the Association voting at a meeting or by ballot as may be provided in the By-Laws of the Association. It is the intent of this Section that any capital improvements having a cost of less than the amount set forth above be paid for by regular assessments, with an appropriate adjustment to the budget of the Association and the assessment levied in accordance therewith to be made, it necessary.

**Section 5. Date of Commencement of Annual Assessments; Due Dates.** The annual regular assessments provided for in this Article shall commence on the first day of the month next following the recordation of these covenants, or at such later date as determined by the Association, and shall be applicable through December 31 of such year. Each subsequent annual assess-

ment shall be imposed for the year beginning January 1 and ending December 31.

The annual assessments shall be payable in advance in monthly installments, or in annual, semi- or quarter-annual installments if so determined by the Board of Directors of the Association (absent which determination they shall be payable quarterly).

The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, every six (6) months), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

The due date of any special assessment or capital improvement assessment shall be fixed in the Board resolution authorizing such assessment.

**Section 6. Duties of the Board of Directors.** The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot subject to the Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster, of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment of the first installment thereof, except as to special assessments. In the event no such notice of the assessments for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including the Developer and affiliates of the Developer) for management services. The Association shall have all other powers provided

in its Articles of Incorporation and By-Laws.

**Section 7. Effect of Non-Payment of Assessment: the Personal Obligation; the Lien; Remedies of the Association.** If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 9 of this Article to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Association a late charge of five percent (5%) of the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges, provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid) and/or the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the dates when due until paid at the highest lawful rate (or, if there is no highest lawful rate, 18% per annum) and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the assessments and late charges are unpaid, may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.

In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment,

provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Lot shall be levied by the Association for such purpose.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas (except for access over Common Area roadways) until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 8 of this Article.

The failure of the Association to send or deliver bills or notices of assessments shall not relieve Owners from their obligations hereunder to promptly pay same when due.

All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association.

Section 8. Subordination of the Lien. The lien of the assessments provided for in this Article shall be subordinate to real property tax liens, and the lien of any first mortgage (recorded prior to recordation by the Association of a claim of lien) held by an institutional mortgage lender and which is now or hereafter placed upon any property subject to assessment; provided, however, that any such mortgage lender when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of foreclosure or otherwise in satisfaction of a debt secured by a first mortgage as aforesaid, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure or in satisfaction of debt). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure or in satisfaction of debt) took place.

**Section 9. Developer's Assessments.** Notwithstanding anything herein to the contrary Developer shall have the option, in its sole discretion, to (i) pay assessments on the Lots owned by it, (ii) pay assessments only on certain designated Lots (e.g., those under construction or those containing a Unit for which a certificate of occupancy has been issued) or (iii) not pay assessments on any Lots and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by assessments receivable from Owners other than Developer. The deficit to be paid under option (iii), above, shall be the difference between (i) actual operating expenses of the Association (exclusive of capital improvement costs, reserves and management fees) and (ii) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Developer may from time to time change the option stated above under which Developer is making payments to the Association by written notice to such effect to the Association. If Developer at any time elects option (ii), above, it shall not be deemed to have necessarily elected option (i) or (iii) as to the Lots which are not designated under option (ii). When all Lots within The Properties are sold and conveyed to purchasers, neither the Developer nor its affiliates shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions.

**Section 10. Association Funds.** The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special and capital assessments, shall be held by the Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

#### ARTICLE VI

##### MAINTENANCE OF UNITS AND LOTS

**Section 1. Exteriors of Units.** Each Owner shall maintain all structures (including the Unit) located on his Lot in a neat, orderly and attractive manner and consistent with the general appearance of The Properties as a whole (taking into account the varying uses of The Properties, Lots and Units). The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of The Properties as initially constructed and otherwise improved by Developer or by any other builders who build in accordance with plans approved by

the Developer (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the judgment of the Architectural Control Board, as hereinafter defined. Each Owner shall repaint or restain, as appropriate, the exterior portions of his Unit (with the same colors as initially used on the Unit) as often as is necessary to comply with the foregoing standards. The foregoing maintenance requirements shall not apply to the extent that a Unit is under construction; provided, however, that during such construction period the applicable Lot shall nevertheless be kept reasonably free of accumulations of scrap, debris and refuse.

**Section 2. Lots.** Each Owner shall maintain the trees, shrubbery, grass and other landscaping on his Lot, if any, and all sidewalks, plazas, parking lots and similar areas, in a neat, clean, orderly and attractive manner and consistent with the general appearance of The Properties as a whole. All irrigation systems shall be underground, automatic, kept in good repair and shall not stain or discolor any wall, sign surface, curb, sidewalk or other improvement. The minimum (though not sole) standard for the foregoing shall be the general appearance of The Properties as initially landscaped (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained).

Without limiting the generality of the following, the obligation of an Owner to maintain his Lot shall extend to and include the obligation to regularly sweep, clean, maintain, re-stripe, repair and replace the parking areas located on his Lot and all improvements thereto.

The foregoing maintenance requirements shall not apply to the extent that a Lot is under construction; provided, however, that during such construction period the Lot shall nevertheless be kept reasonably free of accumulations of scrap, debris and refuse.

**Section 3. Remedies for Noncompliance.** In the event of the failure of an Owner to maintain his Unit or Lot in accordance with this Article, the Association shall have the right, upon five (5) days' prior written notice to the Owner at the address last appearing in the records of the Association, to enter upon the Owner's Lot and perform such work as is necessary to bring the Lot or Unit, as applicable, into compliance with the standards set forth in this Article. Such work may include, but shall not necessarily be limited to, the cutting/trimming of grass, trees and shrubs; the repainting or restaining of exterior surfaces of a Unit; the repair of walls, fences, roofs, doors, windows and other portions of a Unit or other structures on a Lot; and such other remedial work as is judged necessary by the applicable entity. The remedies provided for herein shall be cumulative with all other remedies

available under this Declaration or otherwise under applicable law (including, without limitation, the imposition of fines or special assessments or the bringing of legal or equitable actions).

**Section 4. Costs of Remedial Work; Surcharges.** In the event that the Association performs any remedial work on a Unit or Lot pursuant to this Article or any other applicable Covenants, the costs and expenses thereof shall be deemed a special assessment under Article V, Section 3 of this Declaration and may be immediately imposed by the Board of Directors. In order to discourage Owners from abandoning certain duties here-under for the purpose of forcing the Association to assume same, and, additionally, to reimburse the Association for administrative expenses incurred, the Association may impose a surcharge of not more than thirty-five percent (35%) of the cost of the applicable remedial work, such surcharge to be a part of the aforesaid special assessment. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the Association in its sole discretion.

**Section 5. Right of Entry.** There is hereby created an easement in favor of the Association, and its applicable designees over each Lot for the purpose of entering onto the Lot in the performance of the work herein described, provided that the notice requirements of this Article are complied with and any such entry is during reasonable hours.

#### ARTICLE VII

##### CERTAIN RULES AND REGULATIONS

**Section 1. Applicability.** The provisions of this Article VII shall be applicable to all of The Properties, but shall not be applicable to the Developer or any of its designees. Further, if a Lot is under construction, the provisions of this Article which presume the completion of construction shall not apply until the construction on the Lot is complete.

**Section 2. Uses of Lots and Units.** All Lots and Units (and appurtenant Common Areas) shall be used for the general purposes for which they are designed and intended and at all times in accordance with applicable zoning and other requirements, conditions and restrictions applicable to same (including, without limitation, any contained in a deed or lease of the Lot/Unit from the Developer, as same may be amended from time to time). In no event shall any portion of The Properties be used for any unlawful purposes or in a manner which is or becomes noxious, offensive, unhealthy or harmful as a result of generating fumes, dust: smoke, noise, vibration or extraordinary waste.

**Section 3. Use Restriction.** From and after the recording of a Deed of Conveyance to Parcel 16, into Orange Park Medical Center, Inc. (Med



Center) or its affiliated assignee, the following provision contained in the Purchase and Sale Agreement between Med Center as "Buyer" and HLM as "Seller", shall become operative with respect to The Properties (being referenced in said provision as the "Site"):

Buyer shall have the exclusive right to provide the following healthcare services (the "Healthcare Services") at the Site: the provision or operation of any diagnostic imaging services (which include, without limitation, the following testing facilities: fluoroscopy, x-ray, plane film radiography, computerized tomography (CT), ultrasound, radiation therapy, mammography and breast diagnostics, nuclear medicine testing, magnetic resonance imaging and positron emission tomography), the operation of an acute care general hospital, a specialty hospital, an oncology center, a rehabilitation center, an extended care facility or nursing home, an outpatient or inpatient clinic, surgical center, emergency center, a home health service, a health maintenance organization or similar direct care provider, an ambulance service, a birthing center or an inhalation or physical therapy center. At Closing, Seller shall execute a Declaration of Restrictive Covenants, in form and content reasonably acceptable to Buyer and to be recorded in the public records of the county in which the Site is located, prohibiting the provision of Healthcare Services at the Site by any person or entity other than Buyer. The restrictions shall run with the land and encumber the Site for a period of twelve (12) months after Closing.

At the discretion of Developer, HLM and Med Center, an Amendment to these covenants, conditions and restrictions incorporating the substance of the above provision, and amplifying and clarifying same, as deemed appropriate and desirable in the sole discretion of Developer, may be recorded in the Public Records, but the recording of such amendment shall not be required to give effect to same, which shall be effected automatically upon the recording of said deed of conveyance.

**Section 4. Temporary Structures.** Except as may be used or permitted by the Developer during periods of construction or renovation, no structure of a temporary nature (including, with-out limitation, trailers, tents, shacks or mobile offices) shall be located or used within The Properties.

**Section 5. Signage and Advertising.** Only signs as initially installed or approved by the Developer and their replacements of substantially the same design, size and location shall be placed on the Lot or exteriors of Units (or interior portions thereof when the sign is readable from more than twenty-five (25) feet away) on their respective Lots, except that additional or different replacement signs (other than those prohibited in the immediately following paragraph) may be installed

with the approval of the Architectural Control Board pursuant to the review procedure set forth in Section 9, below. Notwithstanding the broad approval/disapproval discretion granted to the Architectural Control Board in said Section 9, however, said Board shall not unreasonably withhold its approval of a different sign in a previously permitted location if such sign is necessitated by a substantial change in the use or occupancy of all of any portion of a Unit. By way of example only, if a portion of a Unit is initially occupied by a bank using a "logo"-type sign and a new bank takes occupancy of the same space, the Architectural Control Board may not unreasonably withhold its approval of the new bank's own "logo"-type sign of a character and size similar to that of the first bank.

In no event shall freestanding "sandwich-board" or similar signs be permitted within The Properties, either on a permanent or temporary basis and no pennants, streamers or similar decorative materials shall be permitted. All signs shall be lighted, if at all, in the manner initially approved by the Developer or, after (but only after) the Developer no longer holds any interest in, or mortgage on, any portions of The Properties, by the Architectural Control Board.

No loudspeakers or other sound-emitting equipment shall be used for advertising, promotional or other purposes (other than for supplying reasonably low-volume background music or public address service to common spaces within or adjacent to Units), nor shall lighting fixtures or equipment designed or used to project beyond the boundaries of a Unit be used for such purposes.

**Section 6. Service Areas and Mechanical Equipment.** Without limiting the generality of other applicable provisions of this Declaration, all service areas such as loading docks shall be kept in a neat, clean and sanitary condition and in no event shall any outdoor area be used for the storage of equipment, inventory, supplies or other material, provided however, this provision shall not preclude the storage of lumber or other inventory and equipment on the Out Parcel when stored or maintained on the Out Parcel incident to the operation of a truss fabrication facility. All such service areas shall be reasonably screened from public view in the manner originally required by the Developer and shall be used only for their intended purposes. All rooftop and other mechanical equipment (e.g., air conditioning compressors and elevator equipment) shall be enclosed or screened so as to be an integral part of the architectural design of the applicable Unit.

**Section 7. Refuse.** All trash, garbage and other refuse shall be placed only in designated areas and containers (which shall not be removed), screened from view from parking and other public areas and shall not be permitted to overflow or otherwise accumulate outside of their containers or areas.

**Section 8. Lighting.** Levels of lighting in all exterior areas of Lots

shall be maintained at safe levels (although in no event shall the Association be deemed to be a guarantor or insurer of such safety) and bulbs shall be replaced with bulbs of the same wattage as expeditiously as possible after the failure thereof occurs. Exterior lighting fixtures of Units shall be maintained in good repair and shall be kept functioning during non-daylight hours. Provided however that no such lighting shall be maintained on any Lot in such a manner as to create a nuisance to owners or occupants of other Lots.

**Section 9. Oil and Mining Operation.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties, No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

**Section 10. Architectural Control.** The following provisions of this Section 10 shall apply to the initial construction of improvements on a Lot and to changes in and to such improvements after same have been completed in the manner approved by the Developer.

No building, wall, fence or other structure or improvement of any nature (including, but not limited to, lighting fixtures, landscaping, exterior paint or finish, hurricane protection, auxiliary buildings, additions to existing buildings, enclosures around "dumpsters", loading docks, awnings, canopies, domes, cupolas, decorative features, swales, asphaltting, site grading or other improvements or charges of any kind) shall be erected, placed or altered on, or removed from, any Lot or Unit until the construction plans and specifications and a plan showing the location of the structure (and landscaping, if any) and of the materials proposed to be used, all as may be required by the Architectural Control Board (which shall be a committee appointed by the Board of Directors of the Association, absent such appointment, the Board to serve in such capacity) have been approved in writing by such Architectural Control Board and all necessary governmental permits are obtained. Each building, wall, fence or other structure or improvement of any nature, together with any applicable landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications (and plot plan if required) so approved and applicable governmental permits and requirements. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Board seem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance

of the landscaping, shall be deemed an alteration requiring approval. The Architectural Control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. A majority of the Board may take any action the Board is empowered to take, may designate a representative to act for the Board and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. The members of the Board shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Board shall act on submissions to it within thirty (30) days after receipt of the same (and all further documentation required by it) or else the applicable request shall be deemed approved.

The approval of any proposed improvements or alterations by the Architectural Control Board shall not constitute a warranty or approval as to, and no member or representative of the Architectural Control Board or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association, generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

No approval of the Architectural Control Board shall be required for the maintenance (including repainting and restaining of Unit exteriors) required by Article VI of this Declaration.

Without limiting the generality; of Section 1 hereof, the foregoing provisions shall not be applicable to the Developer or its designees or to construction activities conducted by the Developer or such designees.

**Section 11. Commercial Trucks, Trailers, Campers and Boats.** No trucks or commercial vehicles, or campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans, shall be permitted to be regularly parked or stored at any place on The Properties, nor in dedicated areas, except in enclosed garages, if any. For purposes of this Section, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this

Section shall not apply to (i) temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services (even if same are parked on a regular basis), (ii) any vehicles of the Developer or its affiliates (iii) vehicles left on service station grounds for repair (but not for storage), (iv) mobile medical diagnostic equipment/facilities used adjacent to or in connection with any hospital facility located on Parcel 16 or (v) Normal or customary trucks, trailers, train cars and the like used in connection with the truss fabrication facilities on the Out Parcel. Provided however, that no large truck (being defined herein as any truck with a gross weight in excess of ten thousand pounds or, having more than two axels or any tractor trailer) shall enter or exit the Out Parcel from any point on the properties adjacent to Highway 17, which trucks shall be restricted to enter and exit the Out Parcel from the State Road 16 entryway. No on-street parking or parking on landscaped areas shall be permitted.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

**Section 12. Parking Areas.** No Owner or tenant shall cause or permit anything to be done on or about his Lot which interferes with the normal flow of traffic or interferes with the Association's maintenance of applicable Common Areas.

#### **ARTICLE VIII ENFORCEMENT**

**Section 1. Compliance by Owners and Tenants.** Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association. Inasmuch as it is contemplated that a substantial portion of the Lots and Units within The Properties may be leased by the Owners thereof to others, but in light of the direct relationship of the Association with its Members (consisting of such Owners) and the nature of this Declaration as running with the land, the Association shall at all times be entitled to look solely to the Owner of a Lot/Unit

with respect to the enforcement of this Declaration and shall not be required (but shall always have the option) to do so as to a tenant. Each lease of any Lot/Unit or portion thereof shall provide (or, in the absence of such provision, shall be deemed to provide) that the tenant shall at all times comply with the covenants, conditions, restrictions and requirements of this Declaration (except as to the payment of assessments and fines) and such provision shall be enforceable by the Association in its own name (but at its sole option). As used herein, "lease" shall also mean a sublease and "tenant" shall also mean a sub-tenant.

**Section 2. Enforcement.** Failure of an Owner or tenant to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The offending Lot Owner (even if only a landlord) shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

**Section 3. Fines.** In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner or its tenants, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) **Notice:** The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why a fine(s) should not be imposed. At least five (5) days' notice of such meeting shall be given.

(b) **Hearing:** The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine(s) should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

(c) **Amounts:** The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation: a fine not in excess of Two Hundred Dollars (\$200.00).

(2) Second non-compliance or violation: a fine not in excess of Six Hundred Dollars (\$600.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature: a fine not in excess of Fifteen Hundred Dollars (\$1,500.00).

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(f) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

## ARTICLE IX

### CONDOMINIUMS AND COOPERATIVES

**Section 1. Purpose.** This Article has been adopted for the purpose of limiting the number of Owners with whom/which the Association must deal in the course of its operations as well as to simplify the administration and enforcement of this Declaration and the Articles of Incorporation, By-Laws and rules and regulations of the Association.

**Section 2. Uses of Certain Terms.** As provided in Article I of this Declaration, a single Lot or Unit shall not lose its character as such for the purposes of this Declaration by virtue of being subdivided into condominium or cooperative parcels by a declaration of condominium or cooperative or similar instrument. As also provided in Article I, an Owner shall be deemed, for purposes of this Declaration, to be the association for a Lot/Unit submitted to such form of ownership (a "Condominium Lot"), even though same is not actually the owner of the Lot/Unit.

**Section 3. Assessments.** Assessments levied hereunder against a single Condominium Lot shall be but a single lien on the entirety of such Lot and shall be payable by the Owner thereof (i.e., the association thereon). Accordingly, each applicable declaration of condominium or cooperative shall provide (or in the absence of such provision, shall be deemed to provide) that all assessments levied hereunder shall be a common expense (within the meaning of Fla. Statute 718.103 or Fla. Statute 719.103, as applicable). The foregoing is not intended to obviate the

effect of Fla. Statute. 718.121(3), but inasmuch as this Declaration and the lien created hereby shall be recorded prior to the recording of any relevant declaration of condominium or cooperative, it is intended that Fla. Stat. 718.121(1) shall not be operative as to such lien and each applicable condominium parcel owner shall be deemed to have ratified and confirmed same by the acceptance of the deed to such parcel.

**Section 4. Enforcement.** Each association for a Condominium Lot shall be liable and responsible to the Association hereunder for its and its constituents' compliance with the covenants, restrictions and requirements of this Declaration and the Articles of Incorporation, By-Laws, and rules and regulations of the Association. Accordingly, while the Association shall have the right (exercisable at its sole option) to proceed against such a constituent for a violation of this Declaration, it shall have a direct right to do so against the condominium/cooperative association (even if the violation is not caused by such association or all of its constituents).

**Section 5. Voting Rights.** Each association for a Condominium Lot shall be a Class A Member of the Association as provided in Article II, Section 2 of this Declaration, but its constituents shall not be deemed to be Members for voting purposes. Such association/Class A member shall cast its votes as would any corporate Owner, as provided in the Article of Incorporation and/or By-Laws of the Association.

## ARTICLE X

### GENERAL PROVISIONS

**Section 1. Duration.** The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Association, the Architectural Control Board, the Developer (at all times) and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, tenants, sub-tenants, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of all the Lots subject hereto and of 100% of the mortgagees thereof has been recorded, agreeing to revoke said covenants and restrictions. Provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such



revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained.

**Section 2, Notice.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

**Section 3. Enforcement.** Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 4. Severability.** Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

**Section 5. Amendment.** In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, deleted or added to at any time and from time to time upon the execution and recordation of an instrument executed by the Developer alone, for so long as it or its affiliates holds title to any Lot affected by this Declaration; or alternatively by approval at a meeting of Owners holding not less than 66 2/3% vote of the membership in the Association, provided, that so long as the Developer or its affiliates is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest. In the event HLM Land Development, Inc. is not the Developer, no amendment may nevertheless be made which, in its opinion, adversely affects its interests (whether as an Owner, lessor, lessee or mortgagee) without its consent. The foregoing sentence may not be amended.

**Section 6. Effective Date.** This Declaration shall, become effective upon recordation in the Clay County Public Records.

**Section 7. Conflict.** This Declaration shall take precedence over conflicting provisions in the rules and regulations of the Association,

the Articles of Incorporation and By-Laws of the Association and said Articles shall take precedence over the By-Laws.

**Section 8. Standards for Consent, Approval, Completion Other Action and Interpretation.** Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer or its affiliates, the Association or the Architectural Control Board, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer or its affiliates or the Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer or Association, as appropriate. This Declaration shall be interpreted by the Board of Directors and an opinion of counsel to the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

**Section 9. Easements.** Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Unit Owners designate hereby the Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

**Section 10. CPI.** Whenever specific dollar amounts are mentioned in this Declaration (or in the Articles or By-Laws or rules and regulations), unless limited or prohibited by law, such amounts will be increased from time to time by application of a nationally recognized consumer price index chosen by the Board, using the date this Declaration is recorded as the base year. In the event no such consumer price index is available, the Board shall choose a reasonable alternative to compute such increases.

**Section 11. Administration by Developer.** Inasmuch as the Developer

contemplates that it will initially improve, manage, operate, maintain and insure the Common Areas and generally administer The Properties in the manner provided in this Declaration; the Developer shall be deemed to be vested with all of the rights and powers of the Association to do so until such time as the Developer records a notice to the contrary in the Public Records, (at which time the Association shall commence the exercise and performance of its rights, powers and duties hereunder). Accordingly, until the aforesaid notice is recorded, all references herein to the Association (including, without limitation, as to the levying and collection of assessments, architectural review and approval, maintenance of Common Areas and enforcement of covenants, conditions and restrictions) shall be deemed to refer to the Developer. Notwithstanding any of the foregoing, however: (i) the recording of the notice described above shall not in any manner be deemed an abrogation, waiver or impairment of any rights, benefits, powers or privileges of the Developer in its own right (as opposed to the Developer acting in the place of the Association) and (ii) the Developer's acting in the place of the Association shall in no manner be deemed to create or suggest any fiduciary relationship between the Developer and any Owner (or any tenant, agent, guest or invitee of the Developer or of any Owner), Developer being free to act in the aforesaid capacity in its sole discretion (albeit as provided in this Declaration).

**Section 12. Covenants Running With The Land.** ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF SECTION 1 HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTIES. WITHOUT LIMITING THE GENERALITY OF SECTION 4 HEREOF, IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

IN WITNESS WHEREOF, the Developer, joined by the parties signing below, has caused this Declaration to be executed for the purposes herein expressed on the date and year first above written.

the date and year first above written.

Witnessed by:

"Developer"

HLM Land Development, Inc., a Florida corporation

[Signature]  
R. J. Head  
Sharon Emerson  
Sharon Emerson

By: [Signature]  
Louis Ward Huntley,  
Its President

Joined in by:

Witnessed by:

HLM Investments, LLC, a Florida limited liability company

[Signature]  
R. J. Head  
Sharon Emerson  
Sharon Emerson

By: Louis L. Huntley Enterprises, Inc., a Florida corporation, its Manager

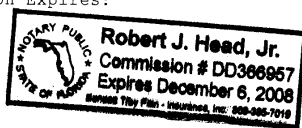
By: [Signature]  
Louis Ward Huntley,  
Its Vice President

STATE OF FLORIDA )  
COUNTY OF ) ss:

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of June 2006 by LOUIS WARD HUNTLEY, PRES of HLM Land Development, Inc., a Florida corporation, on behalf of said corporation who is personally known to me or who produced identification \_\_\_\_\_ as \_\_\_\_\_

[Signature]  
Notary Public,

State of Florida at Large My Commission Expires:



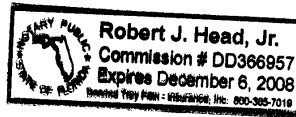
STATE OF FLORIDA )  
COUNTY OF ) ss:

The foregoing instrument was acknowledged before me this  
19 day of June, 2006 by Louis Ward Huntley, Vice  
 President of Louis L. Huntley, Enterprises, Inc., a Florida  
 corporation, Manager of HLM Investments, LLC, a Florida limited  
 liability company who is personally known to me or who produced  
 \_\_\_\_\_ as identification.

\_\_\_\_\_  
 Notary Public

STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES: \_\_\_\_\_



**EXHIBIT "A"**

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Sections 39 and 46 and part of Lots 2, 3, 4, 5 and 6, Block 1, Gould T. Butlers survey of the Clinch Estate, according to plat recorded in Plat Book 1, pages 31 through 34 of the public records of said county, together with part of Block 3 and Lots 2, 3, 4, 5, 7, 8, 9, 10, 11, 12 and part of Lots 1, 6 and 13, Block 4, and part of Lots 5, 6, 7, 8 9 and 10, Block 1, according to plat of South Green Cove Springs, recorded in said records in Deed Book "Z", page 748, also part of Lightwood Avenue, part of River Road, part of Palmetto Street and Part of Chestnut Avenue, as shown on both of said plats, said parcel being more particularly described as follows:

Begin at the intersection of the southerly line of State Road No. 16 with the easterly line of State Road No. 15; thence on the southerly line of State Road No. 16, North 79 degrees 05 minutes 46 seconds East, 2,150.00 feet; thence South 27 degrees 10 minutes 14 seconds East, 1,072.54 feet; thence South 10 degrees 17 minutes 16 seconds West, 1,460.00 feet; thence North 89 degrees 32 minutes 05 seconds West, 2,201.92 feet; thence on the easterly line of State Road No. 15, North 10 degrees 18 minutes 05 seconds East, 243.41 feet; thence northerly 1,354.72 feet along the arc of a curve concave to the west and having a radius of 2,924.79 feet, said arc being a portion of the easterly line of State Road No. 15; thence continue along last said easterly line, North 16 degrees 14 minutes 14 seconds West, 401.87 feet to the point of beginning.

**LESS AND EXCEPT THE FOLLOWING:**

A strip of land 100 feet wide lying 50 feet on either side of the centerline of the ACL Railroad spur track as described in Official Records Book 75, page 87 of said public records.

## EXHIBIT "B"

OUT PARCEL

## Legal description for HLM Investments, LLC

A parcel of land situated in the G.L.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 3, 4 and 5, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the of the public records of said county, together with part of Lots 2, 3, 4 and 5, Block 4, South Green Coves Springs, according to map thereof recorded in Deed Book "Z", page 748 of said public records, and a portion of River Road as shown on said plats, said parcel being more particularly described as follows:

Commence at the intersection of the easterly right-of-way line of State Road No. 15 (U.S. Highway No. 17) with the southerly line of State Road No. 16; thence on said southerly line, North 79 degrees 05 minutes 46 seconds East, 678.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 370.00 feet to the point of beginning; thence continue South 10 degrees 54 minutes 14 seconds East, 398.00 feet; thence North 79 degrees 05 minutes 46 seconds East, 27.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 262.70 feet; thence North 79 degrees 05 minutes 46 seconds East, 918.22 feet; thence North 34 degrees 26 minutes 00 seconds East, 97.16 feet; thence North 10 degrees 54 minutes 14 seconds West, 258.24 feet; thence South 79 degrees 05 minutes 46 seconds West, 86.77 feet; thence North 10 degrees 54 minutes 14 seconds West, 379.17 feet; thence South 79 degrees 05 minutes 46 seconds West, 481.82 feet; thence South 10 degrees 54 minutes 14 seconds East, 45.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 445.74 feet to the point of beginning; being 15.0 acres, more or less, in area.

C:\My Files\12626749c.wpd

February 6, 2006

## EXHIBIT "C"

Parcel 16

**Legal description for HLM Investments, LLC**

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Section 39, Gould T. Butlers survey of the Clinch Estate, according to plat recorded in Plat Book 1, pages 31 through 34 of the public records of said county together with Lots 10 and 11 and part of Lots 1, 2, 3, 4, 5, 8, 9, 12 and 13, Block 4, and part of Lots 5, 6, 7, 8 and 9, Block 1, according to plat of South Green Cove Springs, recorded in said public records in Deed Book "Z", page 748 and a part of Chestnut Avenue, as shown on said plat of South Green Cove Springs, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line North 79 degrees 05 minutes 46 seconds East, 2,150.00 feet; thence South 27 degrees 10 minutes 14 seconds East, 1,072.54 feet; thence South 10 degrees 17 minutes 16 seconds West, 1,460.00 feet; thence North 89 degrees 32 minutes 05 seconds West, 841.52 feet to the northwesterly line of those land described in Official Records Book 75, page 87 of said public records and the point of beginning; thence continue North 89 degrees 32 minutes 05 seconds West, 1360.40 feet to said east line of State Road No. 15; thence on said east line, North 10 degrees 18 minutes 05 seconds East, 243.41 feet; thence continue on said east line and along the arc of a curve concave westerly and having a radius of 2,924.79 feet, an arc distance of 442.64 feet, said arc being subtended by a chord bearing and distance of North 05 degrees 57 minutes 57 seconds East, 442.22 feet; thence South 89 degrees 32 minutes 05 seconds East, 280.58 feet; thence South 44 degrees 32 minutes 05 seconds East, 35.36 feet; thence South 00 degrees 27 minutes 35 seconds West, 10.00 feet; thence South 89 degrees 32 minutes 05 seconds East, 50.00 feet; thence North 00 degrees 27 minutes 55 seconds East, 322.29 feet; thence North 39 degrees 44 minutes 52 seconds East, 31.66 feet; thence North 79 degrees 01 minutes 50 seconds East, 1248.37 feet; thence South 11 degrees 57 minutes 09 seconds East, 586.64 feet to said northwesterly line of said lands described in Official Records Book 75, page 87; thence on said northwesterly line, South 34 degrees 26 minutes 00 seconds West, 803.48 feet to the point of beginning; being 37.12 acres, more or less, in area.



March 2, 2006

EXHIBIT "D-1"

## Legal description for HLM Investments, LLC

## Parcel 1

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 1 and 13, Block 4, South Green Cove Springs, according to plat thereof recorded in Deed Book "Z", page 748, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said east line, run the following 5 courses: (1) South 16 degrees 14 minutes 14 seconds East, 401.85; (2) southerly along the arc of a curve concave westerly and having a radius of 2924.79 feet, and arc distance of 56.31 feet, said arc being subtended by a chord bearing and distance of South 15 degrees 41 minutes 08 seconds East, 56.31 feet; (3) continue southerly along said arc of curve, an arc distance of 80.0 feet, said arc being subtended by a chord bearing and distance of South 14 degrees 21 minutes 02 seconds East, 80.00 feet; (4) continue southerly along said arc of curve, an arc distance of 237.83 feet, said arc being subtended by a chord bearing and distance of South 11 degrees 14 minutes 15 seconds East, 237.76 feet; (5) continue southerly along said arc of curve and arc distance of 202.52 feet to the point of beginning, said arc being subtended by a chord bearing and distance of South 06 degrees 55 minutes 27 seconds East, 202.48 feet; thence South 89 degrees 32 minutes 05 seconds East, 317.97 feet; thence southerly along the arc of a curve concave westerly and having a radius of 505.0 feet, an arc distance of 4.19 feet, said arc being subtended by a chord bearing and distance of South 00 degrees 13 minutes 39 seconds West, 4.19 feet; thence South 00 degrees 27 minutes 55 seconds West, 215.81 feet; thence southwesterly along the arc of a curve concave northwesterly and having a radius of 25.0 feet, an arc distance of 39.27 feet, said arc being subtended by a chord bearing and distance of South 45 degrees 27 minutes 55 seconds West, 35.36 feet; thence North 89 degrees 32 minutes 05 seconds West, 280.14 feet to said easterly line of State Road No. 15; thence northerly along said easterly line and along the arc of a curve concave westerly and having a radius of 2924.79 feet, an arc distance of 245.41 feet to the point of beginning, said arc being subtended by a chord bearing of North 02 degrees 32 minutes 12 seconds West, 245.34 feet; being 1.74 acres, more or less, in area.

C:\My Files\L30\30638-16.wpd

March 2, 2006

EXHIBIT "D-2"

**Legal description for HLM Investments, LLC****Parcel 2**

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 1 and 16, Block 4, South Green Cove Springs, according to plat thereof recorded in Deed Book "Z", page 748, together with a portion of Palmetto Street, as shown Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of said public records, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said east line, run the following 4 courses: (1) South 16 degrees 14 minutes 14 seconds East, 401.85; (2) southerly along the arc of a curve concave westerly and having a radius of 2924.79 feet, and arc distance of 56.31 feet, said arc being subtended by a chord bearing and distance of South 15 degrees 41 minutes 08 seconds East, 56.31 feet; (3) continue southerly along said arc of curve, an arc distance of 80.0 feet, said arc being subtended by a chord bearing and distance of South 14 degrees 21 minutes 02 seconds East, 80.00 feet; (4) continue southerly along said arc of curve, an arc distance of 237.83 feet to the point of beginning, said arc being subtended by a chord bearing and distance of South 11 degrees 14 minutes 15 seconds East, 237.76 feet; thence North 79 degrees 05 minutes 46 seconds East, 306.77 feet; thence South 10 degrees 54 minutes 14 seconds East, 169.24 feet; thence southerly along the arc of a curve concave westerly and having a radius of 505.00 feet, an arc distance of 96.01 feet, said arc being subtended by a chord bearing and distance of South 05 degrees 27 minutes 26 seconds East, 95.87 feet; thence North 89 degrees 32 minutes 05 seconds West, 317.97 feet to said easterly line of State Road No. 15; thence northerly along said easterly line and along the arc of a curve concave westerly and having a radius of 2924.79 feet, an arc distance of 202.52 feet to the point of beginning, said arc being subtended by a chord bearing of North 06 degrees 55 minutes 27 seconds West, 202.48 feet; being 1.68 acres, more or less, in area.

C:\My Files\L30\30638-17.wpd

March 2, 2006

EXHIBIT "D-3"

**Legal description for HLM Investments, LLC****Parcel 3**

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Section 46, a part of Block 3, and a part of Lots 2 and 3, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, and a part of Lots 1 and 16, Block 4, South Green Cove Springs, according to plat thereof recorded in Deed Book "Z", page 748, together with a portion of Palmetto Street and a portion of River Road as shown on said plat, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said east line, run the following 3 courses: (1) South 16 degrees 14 minutes 14 seconds East, 401.85 feet; (2) southerly along the arc of a curve concave westerly and having a radius of 2924.79 feet, and arc distance of 56.31 feet, said arc being subtended by a chord bearing and distance of South 15 degrees 41 minutes 08 seconds East, 56.31 feet; (3) continue southerly along said arc of curve, an arc distance of 80.0 feet to the point of beginning, said arc being subtended by a chord bearing and distance of South 14 degrees 21 minutes 02 seconds East, 80.00 feet; thence North 75 degrees 38 minutes 58 seconds East, 61.50 feet; thence northeasterly along the arc of a curve concave southeasterly and having a radius of 1960 feet, an arc distance of 117.90 feet, said arc being subtended by a chord bearing and distance of North 77 degrees 22 minutes 22 seconds East, 117.89 feet; thence North 79 degrees 05 minutes 46 seconds East, 103.94 feet; thence southeasterly along the arc of a curve concave southwesterly and having a radius of 25.0 feet, an arc distance of 39.27 feet, said arc being subtended by a chord bearing and distance of South 55 degrees 54 minutes 14 seconds East, 35.36 feet; thence South 10 degrees 54 minutes 14 seconds East, 220.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 306.77 feet to said easterly line of State Road No. 15; thence northerly along said easterly line and along the arc of a curve concave westerly and having a radius of 2924.79 feet, an arc distance of 237.83 feet to the point of beginning, said arc being subtended by a chord bearing of North 11 degrees 14 minutes 15 seconds West, 237.76 feet; being 1.71 acres, more or less, in area.

C:\My Files\L30\30638-18.wpd

March 2, 2006

EXHIBIT "D-4"

**Legal description for HLM Investments, LLC****Parcel 4**

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 2 and 3, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said east line, South 16 degrees 14 minutes 14 seconds East, 238.16 feet to the point of beginning; thence North 73 degrees 45 minutes 46 seconds East, 259.00 feet; thence South 57 degrees 34 minutes 37 seconds East, 161.17 feet; thence southwesterly along the arc of a curve concave southeasterly and having a radius of 155.0 feet, an arc distance of 111.90 feet; said arc being subtended by a chord bearing and distance of South 11 degrees 44 minutes 25 seconds West, 109.49 feet; thence southwesterly along the arc of a curve concave northwesterly and having a radius of 25.0 feet, an arc distance of 38.41 feet, said arc being subtended by a chord bearing and distance of South 35 degrees 04 minutes 37 seconds West, 34.74 feet; thence South 79 degrees 05 minutes 46 seconds West, 104.05 feet; thence southwesterly along the arc of a curve concave southeasterly and having a radius of 2040 feet, an arc distance of 122.70 feet, said arc being subtended by a chord bearing and distance of South 77 degrees 22 minutes 22 seconds West, 122.70 feet; thence South 75 degrees 38 minutes 58 seconds West, 61.50 feet to said east line of State Road No. 15; thence northwesterly along said east line and along the arc of a curve concave southwesterly and having a radius of 2924.79 feet, an arc distance of 56.31 feet, said arc being subtended by a chord bearing and distance of North 15 degrees 41 minutes 08 seconds West, 56.31 feet; thence continue along said east line, North 16 degrees 14 minutes 14 seconds West, 163.69 feet to the point of beginning; being 1.68 acres, more or less, in area.

C:\My Files\L3030638-19.wpd

March 2, 2006

EXHIBIT "D-5"

**Legal description for HLM Investments, LLC****Parcel 5**

**A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lot 3, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:**

**Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 280.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 220.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 253.44 feet; thence southwesterly along the arc of a curve concave northwesterly and having a radius of 25.0 feet, an arc distance of 34.38 feet; said arc being subtended by a chord bearing and distance of South 28 degrees 29 minutes 24 seconds West, 31.73 feet; thence southwesterly along the arc of a curve concave southeasterly and having a radius of 155.0 feet, an arc distance of 95.93 feet, said arc being subtended by a chord bearing and distance of South 50 degrees 09 minutes 12 seconds West, 94.41 feet; thence North 57 degrees 34 minutes 37 seconds West, 161.17 feet; thence North 10 degrees 54 minutes 14 seconds West, 213.05 feet to the point of beginning; being 1.41 acres, more or less, in area.**

March 2, 2006

EXHIBIT "D-6"

**Legal description for HLM Investments, LLC**

**Parcel 6**

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lot 3, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 560.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 240.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 275.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 215.00 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 25.0 feet, an arc distance of 39.27 feet; said arc being subtended by a chord bearing and distance of North 55 degrees 54 minutes 14 seconds West, 35.36 feet; thence North 10 degrees 54 minutes 14 seconds West, 250.00 feet to the point of beginning; being 1.51 acres, more or less, in area.

March 2, 2006

EXHIBIT "D-7"

**Legal description for HLM Investments, LLC**

**Parcel 7**

**A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 3 and 4, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:**

**Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 800.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 240.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 275.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 240.00 feet; thence North 10 degrees 54 minutes 14 seconds West, 275.00 feet to the point of beginning; being 1.52 acres, more or less, in area.**

EXHIBIT "D-8"

March 2, 2006

**Legal description for HLM Investments, LLC**

**Parcel 8**

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lot 4, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 1040.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 210.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 250.00 feet; thence southwesterly along the arc of a curve concave northwesterly and having a radius of 25.0 feet, an arc distance of 39.27, said arc being subtended by a chord bearing and distance of South 34 degrees 05 minutes 46 seconds West, 35.36 feet; thence South 79 degrees 05 minutes 46 seconds West, 185.00 feet; thence North 10 degrees 54 minutes 14 seconds West, 275.00 feet to the point of beginning; being 1.32 acres, more or less, in area.



March 2, 2006

EXHIBIT "D-9"

**Legal description for HLM Investments, LLC**

**Parcel 9**

**A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lot 4, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:**

**Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 1330.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 175.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 275.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 150.00 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 25.0 feet, an arc distance of 39.27, said arc being subtended by a chord bearing and distance of North 55 degrees 54 minutes 14 seconds West, 35.36 feet; thence North 10 degrees 54 minutes 14 seconds West, 250.00 feet to the point of beginning; being 1.10 acres, more or less, in area.**

March 2, 2006

EXHIBIT "D-10"

**Legal description for HLM Investments, LLC**

**Parcel 10**

**A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 4 and 5, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:**

**Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 1505.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 175.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 275.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 175.00 feet; thence North 10 degrees 54 minutes 14 seconds West, 275.00 feet to the point of beginning; being 1.10 acres, more or less, in area.**

March 2, 2006

EXHIBIT "D-11"

**Legal description for HLM Investments, LLC**

**Parcel 11**

**A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lot 5, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:**

**Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 1680.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 175.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 275.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 175.00 feet; thence North 10 degrees 54 minutes 14 seconds West, 275.00 feet to the point of beginning; being 1.10 acres, more or less, in area.**

March 2, 2006

EXHIBIT "D-12"

**Legal description for HLM Investments, LLC****Parcel 12**

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 5 and 6, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 2150.00 feet; thence South 27 degrees 10 minutes 14 seconds East, 338.56 feet to the point of beginning; thence continue South 27 degrees 10 minutes 14 seconds East, 312.51; thence South 79 degrees 05 minutes 46 seconds West, 573.71 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 350.0 feet, and arc distance of 128.89 feet, said arc being subtended by a chord bearing and distance of North 22 degrees 30 minutes 07 seconds West, 128.16 feet; thence North 11 degrees 57 minutes 09 seconds West, 143.93 feet; thence northeasterly along the arc of a curve concave southeasterly and having a radius of 30.0 feet, an arc distance of 47.67 feet, said arc being subtended by a chord bearing and distance of North 33 degrees 34 minutes 18 seconds East, 42.81 feet; thence North 79 degrees 05 minutes 46 seconds East, 484.58 feet to the point of beginning; being 3.80 acres, more or less, in area.

March 2, 2006

EXHIBIT "D-13"

**Legal description for HLM Investments, LLC****Parcel 13**

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 5 and 6, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, together with a part of Lots 5 and 6, Block 4, according to plat of South Green Cove Springs, recorded in said public records in Deed Book "Z", page 748, together with a part of River Road and a part of Lightwood Avenue as shown on said plats, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 2150.00 feet; thence South 27 degrees 10 minutes 14 seconds East, 651.07 feet to the point of beginning; thence continue South 27 degrees 10 minutes 14 seconds East, 307.02 to the northwesterly line of those lands described in Official Records Book 75, page 87 of said public records; thence on said northwesterly line, South 34 degrees 26 minutes 00 seconds West, 146.84 feet; thence westerly along the arc of a curve concave southerly and having a radius of 100.0 feet, an arc distance of 2.99 feet, said arc being subtended by a chord bearing and distance of South 80 degrees 12 minutes 40 seconds West, 2.99 feet; thence South 79 degrees 01 minutes 50 seconds West, 438.75 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 25.0 feet, and arc distance of 43.62 feet, said arc being subtended by a chord bearing and distance of North 50 degrees 59 minutes 09 seconds West, 38.29 feet; thence northwesterly along the arc of a curve concave southwesterly and having a radius of 450.0 feet, an arc distance of 328.92 feet, said arc being subtended by a chord bearing and distance of North 21 degrees 56 minutes 31 seconds West, 321.65 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 350.0 feet, an arc distance of 60.05 feet, said arc being subtended by a chord bearing and distance of North 37 degrees 58 minutes 00 seconds West, 59.98 feet; thence North 79 degrees 05 minutes 46 seconds East, 573.71 feet to the point of beginning; being 4.97 acres, more or less, in area.

C:\My Files\L30\30638-9.wpd

EXHIBIT "D-14"

March 2, 2006

**Legal description for HLM Investments, LLC****Parcel 14**

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Section 39, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, together with a part of Lots 5 and 6, Block 4, according to plat of South Green Cove Springs, recorded in said public records in Deed Book "Z", page 748, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 2150.00 feet; thence South 27 degrees 10 minutes 14 seconds East, 958.09 feet to the northwesterly line of those lands described in Official Records Book 75, page 87 of said public records; thence on said northwesterly line, South 34 degrees 26 minutes 00 seconds West, 217.99 feet to the point of beginning; thence continue South 34 degrees 26 minutes 00 seconds West, 766.35 feet; thence North 11 degrees 57 minutes 09 seconds West, 538.15 feet; thence North 79 degrees 01 minutes 50 seconds East, 554.92 feet to the point of beginning; being 3.43 acres, more or less, in area.

March 30, 2006

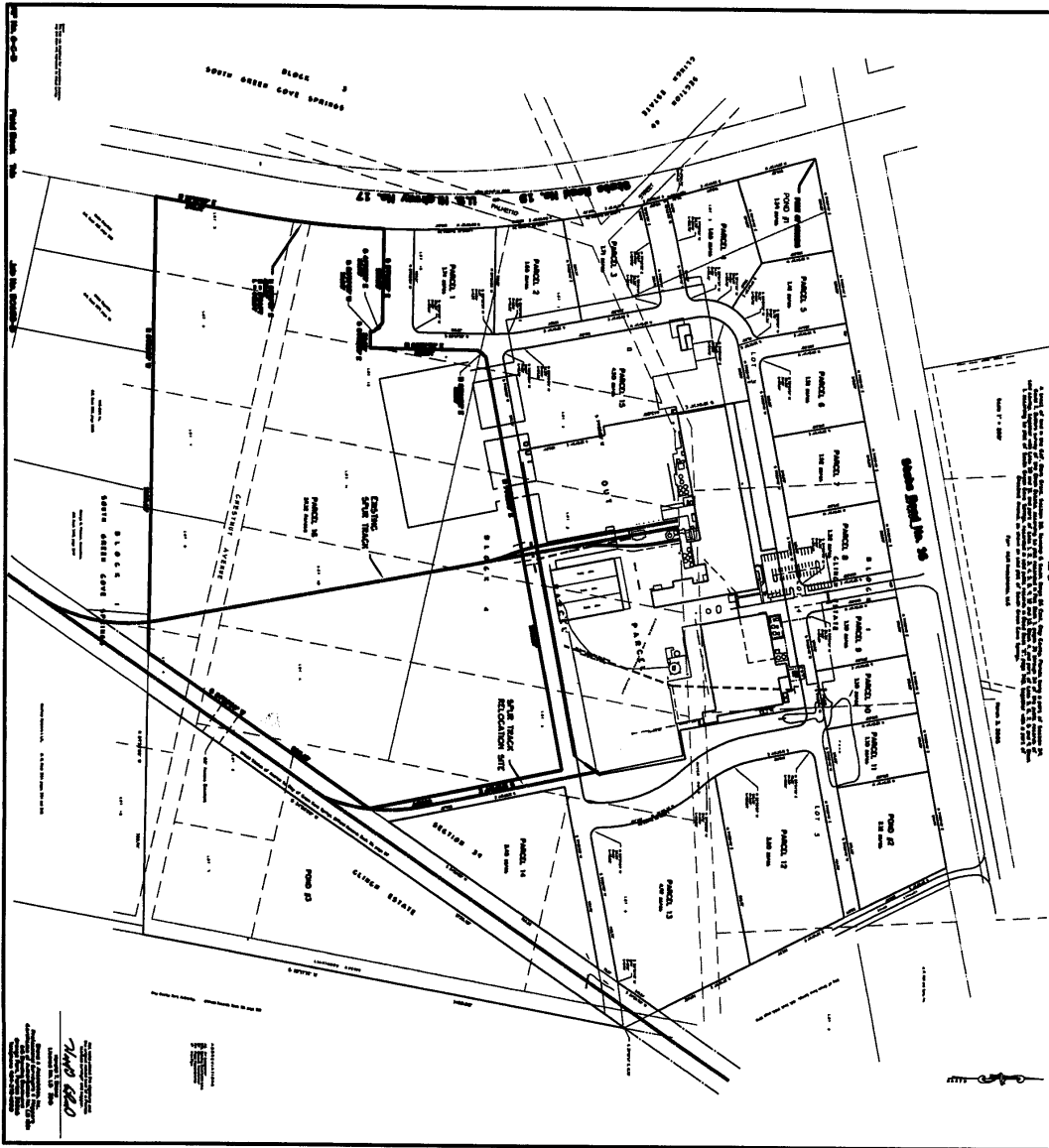
EXHIBIT "D-15"

**Legal description for HLM Investments, LLC****Parcel 15**

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lot 3, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, and a part of Lots 1 and 2, Block 4, South Green Cove Springs, according to plat thereof recorded in Deed Book "Z", page 748, together with a portion of River Road as shown on said plat of the Clinch Estate, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 500.01 feet; thence South 10 degrees 54 minutes 14 seconds East, 253.44 feet; thence South 18 degrees 51 minutes 31 seconds East, 72.26 feet to the point of beginning; thence North 79 degrees 05 minutes 46 seconds East, 167.99 feet; thence South 10 degrees 54 minutes 14 seconds East, 443.00' thence North 79 degrees 05 minutes 46 seconds East, 27.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 256.74 feet; thence South 79 degrees 01 minutes 50 seconds West, 277.76 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 25.0 feet, and arc distance of 41.76 feet, said arc being subtended by a chord bearing and distance of North 53 degrees 07 minutes 04 seconds West, 37.07 feet; thence northerly along the arc of a curve concave westerly and having a radius of 555.0 feet, an arc distance of 54.61 feet, said arc being subtended by a chord bearing and distance of North 08 degrees 05 minutes 06 seconds West, 54.59 feet; thence North 10 degrees 54 minutes 14 seconds West, 513.08 feet; thence northeasterly along the arc of a curve concave southeasterly and having a radius of 105.0 feet, an arc distance of 64.93 feet to the point of beginning, said arc being subtended by a chord bearing and distance of North 34 degrees 05 minutes 46 seconds East, 148.49 feet; being 4.50 acres, more or less, in area.

EXHIBIT "E"





Prepared by:  
Edwin A. Steinmeyer  
Steinmeyer Fiveash LLP  
2282 Killearn Center Boulevard  
Tallahassee, Florida 32309

**FIRST AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
GREEN COVE SPRINGS TOWN CENTER SOUTH**

Effective on March 16, 2020, the undersigned HLM Land Development, Inc. ("Developer") and its affiliates hereby amend the Declaration of Covenants, Conditions and Restrictions for Green Cove Springs Town Center South ("Declaration").

RECITALS

WHEREAS, the Declaration was duly recorded in the public record of Clay County, Florida on June 26, 2006 at: CFN #2006044138, OR BK 2747, beginning on page 1728 and ending on page 1776;

WHEREAS, pursuant to the terms and conditions of the Declaration, the Developer reserved the right to amend the Declaration in the future;

WHEREAS, the undersigned include all of the current "Affiliates" of the Developer as that term is used in the Declaration; and

WHEREAS, the Developer and the Affiliates have decided, approved, and resolved that it is in the best interest of current and future owners and occupants of the Green Cove Springs Town Center South development that the Declaration be amended as set forth below.

NOW, THEREFORE:

1. The above Recitals are true and correct and incorporated herein.
2. Article VI, Section 5 of the Declaration is amended and restated in its entirety to read:

**Section 5. Right of Entry.** There is hereby created over the Properties an easement in favor of the Association and its designees for the purposes of entering onto the Properties in the performance of any work herein described, and for surveying, inspecting, and other activities incidental to determining

compliance with the covenants, conditions, and restrictions contained herein, provided that any notice requirements herein are complied with and any entry is during reasonable hours. For the purposes of Article VII, Section 13, and for the life of the DEP DRC (as that term is defined below), the Florida Department of Environmental Protection or its agents is a named designee of the Association.

- 3. Article VII, Section 13 of the Declaration is added as a new section of the Declaration and shall read:

**Section 13. Florida Department of Environmental Protection Declaration of Restrictive Covenant.** The document entitled “Declaration of Restrictive Covenant,” dated March 16, 2020 (“DEP DRC”): (a) is attached hereto and incorporated herein as Exhibit A; (b) is hereby adopted and incorporated in its entirety into this Declaration and shall have the same force and effect as all other provisions of this Declaration; (c) is effective and enforceable on the date recorded in the public record of Clay County, Florida; and (d) only shall apply to, affect, restrict, and run with those portions of the Properties described in the legal descriptions attached to and referenced in the DEP DRC.

- 4. Article VIII, Section 3(c)(3) of the Declaration is amended and restated in its entirety to read:

(3) Third and subsequent non-compliance, or a violation or violations that are continuing in nature over thirty (30) consecutive days: a fine not in excess of Fifteen Hundred Dollars (\$1,500.00) plus the reasonable attorneys’ fees and related costs and expenses incurred by the Association as a result of all investigations, enforcement efforts, hearings, assessments, collection actions, and/or related litigation (through and including all appeals) of a violation or violations.

- 5. Article X, Section 2 of the Declaration is amended and restated in its entirety to read:

**Section 2. Notice.**

(a) Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner in the records of the Association at the time of mailing.

(b) Every Association Member and Owner shall notify the Florida Department of Environmental Protection in writing thirty (30) days prior to any conveyance or sale granting or transferring the Properties, or portions

thereof or interests therein, to any heirs, successors, assigns, or grantees including, without limitation, the conveyance of any security interest in the Properties.

6. The above amendments have been duly approved by the Developer and its Affiliates and authorized for recording in the Clay County public record.

7. All other language and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment on the date first mentioned above.

DEVELOPER:  
HLM LAND DEVELOPMENT, INC., a Florida corporation

[Signature]  
By: L. Ward Huntley, as President

Signed, sealed, and delivered in the presence of:

[Signature] Date: 03-16-2020  
Witness  
Print Name: Amu L. Vaughn

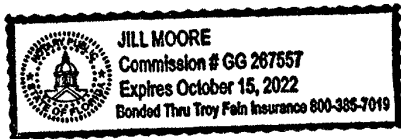
[Signature] Date: 3/16/20  
Witness  
Print Name: Juice Cade

STATE OF FL  
COUNTY OF Clay

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March, 2020, by L. Ward Huntley as President of HLM Land Development, Inc., a Florida corporation.

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of identification produced: \_\_\_\_\_

Signature of Notary Public Jill Moore  
Print Name of Notary Public Jill Moore  
Commission Number: GG 267557  
Commission Expires: 10-15-2022



HLM INVESTMENTS LLC

*[Handwritten Signature]*

By: L. Ward Huntley, as President of Louis L. Huntley Enterprises Inc.,  
the sole Member Manager of HLM Investments LLC

Signed, sealed, and delivered in the presence of:

*[Handwritten Signature]*  
Witness  
Print Name: Amy L. Vaughn

Date: 03-16-2020

*[Handwritten Signature]*  
Witness  
Print Name: Julie Cade

Date: 3/16/20

STATE OF FL  
COUNTY OF Clay

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March, 2020, by L. Ward Huntley as President of Louis L. Huntley Enterprises, Inc., a Florida corporation which is the Manager of HLM Investments, LLC, a Florida limited liability company.

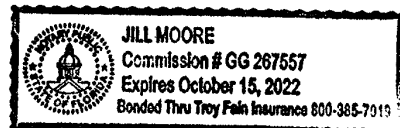
Personally Known  OR Produced Identification \_\_\_\_\_  
Type of identification produced: \_\_\_\_\_

Signature of Notary Public Jill Moore

Print Name of Notary Public Jill Moore

Commission Number: GG 267557

Commission Expires: 10-15-2022



Prepared by:  
Edwin A. Steinmeyer  
Steinmeyer Fiveash LLP  
2282 Killearn Center Boulevard  
Tallahassee, Florida 32309

## EXHIBIT A

### DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made by HLM Land Development, Inc., a Florida corporation ("GRANTOR").

#### RECITALS

- A. GRANTOR is the "Developer" as that term is used in the Declaration of Covenants, Conditions and Restrictions for the Green Cove Springs Town Center South development (the "Development Declaration"). The Development Declaration was duly recorded in the public record of Clay County, Florida on June 26, 2006 at: CFN #2006044138, OR BK 2747, beginning on page 1728 and ending on page 1776.
- B. The undersigned affiliates (Louis L. Huntley Enterprises, Inc. and HLM Investments, LLC) are all of the current "Affiliates" of the Developer as that term is used in the Development Declaration.
- C. The Developer and its Affiliates have decided and resolved that it is in the best interest of current and future owners and occupants of the Green Cove Springs Town Center South development Properties that the Development Declaration be amended to include this Declaration in its entirety.
- D. HLM Investments, LLC, a Florida limited liability company ("HLM Investments"), is the fee simple owner of that certain real property situated in Clay County, Florida, located at 965 Leonard C. Taylor Parkway, Green Cove Springs, Florida, and having Tax Parcel Identification No.: 38-06-26-016451-003-00 (the "HLM Property"). The HLM Property is more particularly described in **Exhibit A** attached hereto and made a part hereof.
- E. Allstar Building Materials, Ltd., a Florida limited partnership ("Allstar"), is the fee simple owner of that certain real property situated in Clay County, Florida, located at 965 Leonard C. Taylor Parkway, Green Cove Springs, Florida, and having Tax Parcel Identification No.: 38-06-26-016451-000-00 (the "Allstar Property"). The Allstar Property is more particularly described in **Exhibit B** attached hereto and made a part hereof. A survey of the HLM and Allstar properties is attached as **Exhibit C** (collectively, the "Properties").
- F. The Florida Department of Environmental Protection ("FDEP") Site Number for the

Properties is COM\_352455.

G. The facility name at the time of this Declaration is HLM Investments, LLC Property (Former J-M Manufacturing). This Declaration addresses the discharge on the Properties that the FDEP became aware of on or about July 2015.

H. Contamination remaining on the Properties consists of chlorinated hydrocarbons in the groundwater within limited areas of the surficial aquifer. During the investigation of contamination on the Properties, chlorinated hydrocarbons (trichloroethylene and breakdown products) were detected in the shallow groundwater underlying the Properties. The lateral extent of the contaminant plumes beneath the Properties are shown in **Exhibit D**. The discharge of chlorinated hydrocarbons on the Properties was ascertained in reports summarized in **Exhibit E** and incorporated by reference.

I. This Declaration addresses the chlorinated hydrocarbon contaminant plumes on the Properties shown in **Exhibit D**.

J. There is one deep well on the Allstar Property (see **Exhibit D**). This well, installed for fire protection and inaccessible to the general public, was reconditioned in 2017 for the sole purpose of supplying a closed-loop fire suppression system in an existing building on the Allstar Property. The submerged pump in the well was set at approximately 73 feet below ground level so as to only draw from the Floridan Aquifer and not affect the surficial aquifer during operation. Since the fire suppression system is closed loop, the well would only operate in the event of a fire or for system testing. Potable water for the Allstar Property is provided by the City of Green Cove Springs, and no landscape irrigation systems exist on the Properties.

K. The reports noted in **Exhibit E** set forth the nature and extent of the chlorinated hydrocarbon contamination described in **Recital H** above, and shown on **Exhibit D**, that is found in the groundwater beneath the Properties. These documents confirm that contaminated groundwater, as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists beneath the Properties. Also, these reports document that the chlorinated hydrocarbon groundwater contamination is limited in lateral and vertical extent, and that the groundwater contamination is not migrating.

L. It is GRANTOR'S and FDEP's intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users and occupants of the Properties and the environment to chlorinated hydrocarbon contaminants and reduce or eliminate the threat of migration of these contaminants.

M. It is GRANTOR'S desire that FDEP issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") after recordation of this Declaration on the Properties that compose the contaminated site. If issued, FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Also, if concentrations of chlorinated hydrocarbons increase above the levels approved in the Order, or if a subsequent discharge occurs at the Properties, then FDEP may require site rehabilitation to reduce concentrations of contaminants to levels allowed by the applicable FDEP rules. If issued, the Order relating to FDEP Site Number

COM\_352455 can be found by contacting the FDEP Northeast District Office.

N. GRANTOR deems it desirable and in the best interest of all present and future owners of the Properties and the development that an Order be obtained and that the Properties be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to issue the Order, and for other good and valuable consideration, GRANTOR declares as follows:

1. The foregoing recitals are true and correct and are incorporated by reference.
2. GRANTOR hereby adopts and imposes the following restrictions and requirements on the Properties:

There shall be no use of the groundwater from the surficial aquifer system (“SAS”) under the Properties, which has a thickness of approximately 35-45 feet depending on surface elevation. No SAS wells shall be installed on the Properties other than monitoring wells pre-approved in writing by FDEP’s Division of Waste Management (“DWM”) and subject to any authorizations required by FDEP’s Division of Water Resource Management (“DWRM”) and the applicable Water Management District (“WMD”). Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches constructed on the Properties without prior written approval from FDEP’s DWM in addition to any authorizations required by the DWRM and the WMD. For any dewatering activities, a plan approved by DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated. No new wells shall be installed through the SAS and into the deeper aquifer on the Properties unless those wells are pre-approved in writing by FDEP’s DWM and/or double-cased to prevent cross-contamination between aquifers.

3. In the remaining paragraphs, all references to “GRANTOR” and “FDEP” also shall mean and refer to their respective successors and assigns.
4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon, over and through and access to the Properties as provided for in Article VI, Section 5 of the Development Declaration, as amended on March 16, 2020 and recorded in the public record of Clay County, Florida. Additional access to the Allstar Property is provided by the easement over the existing driveway as described in **Exhibit B**.
5. It is the intention of GRANTOR that this Declaration shall touch and concern the Properties, run with the land and with the title to the Properties by and in accordance with the Amended Development Declaration, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title, or interest in the Properties or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate and available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions

of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7. These restrictions also may be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale granting or transferring the Properties, or portions thereof, to any heirs, successors, assigns, or grantees including, without limitation, the conveyance of any security interest in the Properties.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall record this declaration and reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to entering into a landlord-tenant relationship with respect to the Properties, GRANTOR agrees to notify in writing all proposed tenants of the Properties of the existence and contents of this Declaration.

7. This Declaration is binding until a release of covenant is executed by the FDEP Secretary or designee and is recorded in the public records of the county in which the Properties are located. To receive prior approval from FDEP to remove any requirement of this Declaration, the cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any amendment must be executed by GRANTOR and FDEP and be recorded by GRANTOR as an amendment to this Declaration.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provision of the Declaration. All other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that, on the date of execution of this Declaration, GRANTOR is the Developer as that term is used in the Amended Development Declaration and, as such, is duly authorized to amend the Development Declaration to incorporate this Declaration and has the good right to create, establish, and impose this Declaration on the use of the Properties.

*[Signatures on Following Page]*



IN WITNESS WHEREOF, GRANTOR has executed this instrument, this 16<sup>TH</sup> day of MARCH 2020.

**GRANTOR**  
**HLM LAND DEVELOPMENT, INC., a Florida corporation**

By: L. Ward Huntley, as President

Signed, sealed, and delivered in the presence of:

Witness

Print Name: Amy L. Vaughn

Date: 03.16.2020

Witness

Print Name: JULIE CADE

Date: 3/16/20

STATE OF FL )  
COUNTY OF Clay )

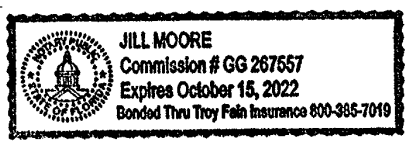
The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March, 2020, by L. Ward Huntley as President of HLM Land Development, Inc., a Florida corporation.

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of identification produced: \_\_\_\_\_

Signature of Notary Public Jill Moore

Print Name of Notary Public Jill Moore

Commission Number: GG-267557  
Commission Expires: 10-15-2022



**EXHIBIT A**

**HLM PARCEL IDENTIFICATION**

**LEGAL DESCRIPTION IN CLAY COUNTY, FLORIDA PROPERTY  
APPRAISER'S OFFICE**

OR BK 2474 PG 2016

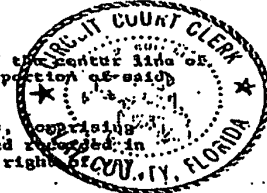
EXHIBIT A

**PARCEL A:** A tract of land in the G. I. F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Section 39 and 46 and part of Lots 2, 3, 4, 5 and 6, Block 1, of Gould T. Butlers survey of the Clinch Estate, according to plat recorded in Plat Book 1, pages 31 through 34 of the public records of said county, together with part of Block 3, and Lots 2, 3, 4, 5, 7, 8, 9, 10, 11, 12 and part of Lots 1, 6 and 13, Block 4, and part of Lots 5, 6, 7, 8, 9, and 10, Block 1, according to plat of South Green Cove Springs, recorded in said records in Deed Book "2", page 748, also part of Lightwood Avenue, part of River Road, part of Palmetto Street and part of Chestnut Avenue, as shown on both of said plats, said parcel being more particularly described as follows:

Begin at the intersection of the Southerly line of State Road #16, with the Easterly line of State Road #15; thence on the Southerly line of State Road #16 North 79 degrees 05 minutes 46 seconds East, 2,150.0 feet thence South 27 degrees 10 minutes 14 seconds East, 1,072.54 feet, thence South 10 degrees 17 minutes 16 seconds West, 1,460 feet; thence North 89 degrees 32 minutes 05 seconds West 2,201.92 feet; thence on the Easterly line of State Road #15 North 10 degrees 18 minutes 05 seconds East 243.41 feet; thence Northerly 1,354.72 feet along the arc of a curve concave to the West and having a radius of 2,924.79 feet, said arc being portion of the Easterly line of State Road #15; thence continue along last said Easterly line North 16 degrees 14 minutes 14 seconds West 401.87 feet to the point of beginning.

EXCEPT THE FOLLOWING:

- (1) A strip of land 100 feet wide lying 50 feet on either side of the center line of ACL RR spur tracks as presently located across the Southeast portion of said Parcel A.
- (2) A parcel of land in Lot 13, Block 4, South Green Cove Springs, comprising approximately one acre, as more particularly described in deed recorded in Deed Book 48, page 456, EXCEPT that portion lying within the right of way of U. S. Highway #17.



**PARCEL B:** Being a portion of said Lots 3, 4 and 5, Block 1, Clinch Estate and more particularly described as follows:

Commence at the intersection of the Easterly line of State Road #15, with the Northerly line of State Road #16, thence on said Northerly line North 79 degrees 05 minutes 46 seconds East 650.59 feet to the point of beginning; thence continue on last said line North 79 degrees 05 minutes 46 seconds East 963.37 feet; thence North 11 degrees 47 minutes East 547 feet, more or less, to the waters of the St. Johns River; thence Westerly along said waters 1,230 feet, more or less, to a point which bears North 10 degrees 54 minutes 14 seconds West 661 feet more or less, from the point of beginning; thence South 10 degrees 54 minutes 14 seconds East 661 feet, more or less, to the point of beginning.

**PARCEL C:** From the intersection of railroad on Spring Avenue with Green Cove Walkill and West Tocol Road in the center of road North 10 degrees East 1672 feet; thence from center of road South 80 degrees East to the beginning corner, 40 feet; thence continue South 80 degrees East 210 feet, thence North 10 degrees East 210 feet; thence North 80 degrees West 210 feet; thence South 10 degrees West 210 feet, to the beginning corner, containing one acre in Block 4, South Green Cove Springs, as recorded in the public records of Clay County, Florida, EXCEPTING therefrom that portion lying within the right of way of U. S. Highway #17.

OR BK 2474 PG 2017

**The above referenced-premises is also described as follows, PROVIDED, HOWEVER, GRANTOR MAKES NO REPRESENTATION, WARRANTY OR COVENANT WHATSOEVER WITH RESPECT TO THE LEGAL DESCRIPTION BELOW:**

A tract of land in the G.L.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Sections 39 and 46 and part of Lots 2, 3, 4, 5 and 6, Block 1 of Gould T. Butlers Survey of the Clinch Estate, according to plat recorded in Plat Book 1, Pages 31 through 34, of the public records of said County; together with part of Block 3 and Lots 2, 3, 4, 5, 7, 8, 9, 10, 11, 12 and part of Lots 1, 6 and 13, Block 4 and part of Lots 5, 6, 7, 8, 9 and 10, Block 1, according to plat of South Green Cove Springs, recorded on said records in Deed Book "Z", Page 748; also part of Lightwood Avenue, part of River Road, part of Palmetto Street and part of Chestnut Avenue, as shown on both of said plats, said parcel being more particularly described as follows:

BEGIN at the intersection of the Southerly line of State Road #16, with the Easterly line of State Road #15; thence on the Southerly line of State Road #16, North 79 deg 05 min 43 sec East, 2,150.0 feet; thence South 27 deg 10 min 14 sec East, 1,072.54 feet; thence South 10 deg 17 min 16 sec West, 1,460.0 feet; thence North 89 deg 32 min 05 sec West, 2,201.92 feet; thence on the Easterly line of State Road #15, North 10 deg 16 min 05 sec East, 243.41 feet; thence Northerly 1,354.72 feet along the arc of a curve concave to the West and having a radius of 2,924.79 feet, said arc being portion of the Easterly line of State Road #15; thence continue along last said Easterly line North 16 deg 14 min 14 sec West, 401.87 feet to the POINT OF BEGINNING.

**LESS AND EXCEPT THE FOLLOWING:**

A strip of land 100 feet wide lying 50 feet on either side of the centering of ACL RR spur tracks as presently located across the Southeast portion of said Parcel A. (END OF LESS AND EXCEPT)

**Parcel B:**

Being a portion of said Lots 3, 4 and 5, Block 1, of Gould T. Butlers Survey of Clinch Estate, according to plat recorded in Plat Book 1, Pages 31 through 34, of the public records of Clay County, Florida, and more particularly described as follows:

Commence at the intersection of the Easterly line of State Road #15, with the Northerly line of State Road #16; thence on said Northerly line North 70 deg 05 min 46 sec East, 650.59 feet to the POINT OF BEGINNING; thence continue on last said line North 79 deg 05 min 46 sec East, 663.57 feet; thence North 11 deg 47 min East, 547 feet, more or less, to the waters of the St. Johns River; thence Westwaly along said waters 1,230 feet, more or less, to a point which bears North 10 deg 54 min 14 sec West, 851 feet, more or less, from the POINT OF BEGINNING; thence South 10 deg 54 min 14 sec East, 851 feet, more or less, to the POINT OF BEGINNING.

02/11/2017

**EXHIBIT B**

**ALLSTAR PARCEL IDENTIFICATION**

**LEGAL DESCRIPTION IN CLAY COUNTY, FLORIDA PROPERTY  
APPRAISER'S OFFICE**

OR BK 2747 PG 1778

## EXHIBIT "A"

## OUT PARCEL

## Legal description for HLM Investments, LLC

A parcel of land situated in the G.L.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 3, 4 and 5, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the of the public records of said county, together with part of Lots 2, 3, 4 and 5, Block 4, South Green Coves Springs, according to map thereof recorded in Deed Book "Z", page 748 of said public records, and a portion of River Road as shown on said plats, said parcel being more particularly described as follows:

Commence at the intersection of the easterly right-of-way line of State Road No. 15 (U.S. Highway No. 17) with the southerly line of State Road No. 16; thence on said southerly line, North 79 degrees 05 minutes 46 seconds East, 678.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 370.00 feet to the point of beginning; thence continue South 10 degrees 54 minutes 14 seconds East, 398.00 feet; thence North 79 degrees 05 minutes 46 seconds East, 27.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 262.70 feet; thence North 79 degrees 05 minutes 46 seconds East, 918.22 feet; thence North 34 degrees 26 minutes 00 seconds East, 97.16 feet; thence North 10 degrees 54 minutes 14 seconds West, 258.24 feet; thence South 79 degrees 05 minutes 46 seconds West, 86.77 feet; thence North 10 degrees 54 minutes 14 seconds West, 379.17 feet; thence South 79 degrees 05 minutes 46 seconds West, 481.82 feet; thence South 10 degrees 54 minutes 14 seconds East, 45.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 445.74 feet to the point of beginning; being 15.0 acres, more or less, in area.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT DESCRIBED AS FOLLOWS:

## Easement "A-2"

An easement for ingress, egress and utilities covering a parcel of land consisting of a portion of Block 1, Gould T. Butlers survey of the Clinch Estate, Clay County, Florida, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, a portion of Block 4, South Green Cove Springs, according to plat thereof recorded in Deed Book "Z", page 748 of said public records, and a portion of River Road as shown on said plats, said parcel being more particularly described as follows:

Commence at the intersection of the easterly line of State Road No. 15 (U.S. Highway 17) with the southerly R/W line of State Road No. 16; thence on said southerly R/W line, North 79 degrees 05 minutes 46 seconds East, 1277.20 feet to the point of beginning; thence continue on said southerly R/W line, North 79 degrees 05 minutes 46 seconds East, 30.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 325.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 30.00 feet; thence North 10 degrees 54 minutes 14 seconds West, 325.00 feet to the point of beginning.

Exhibit "C"

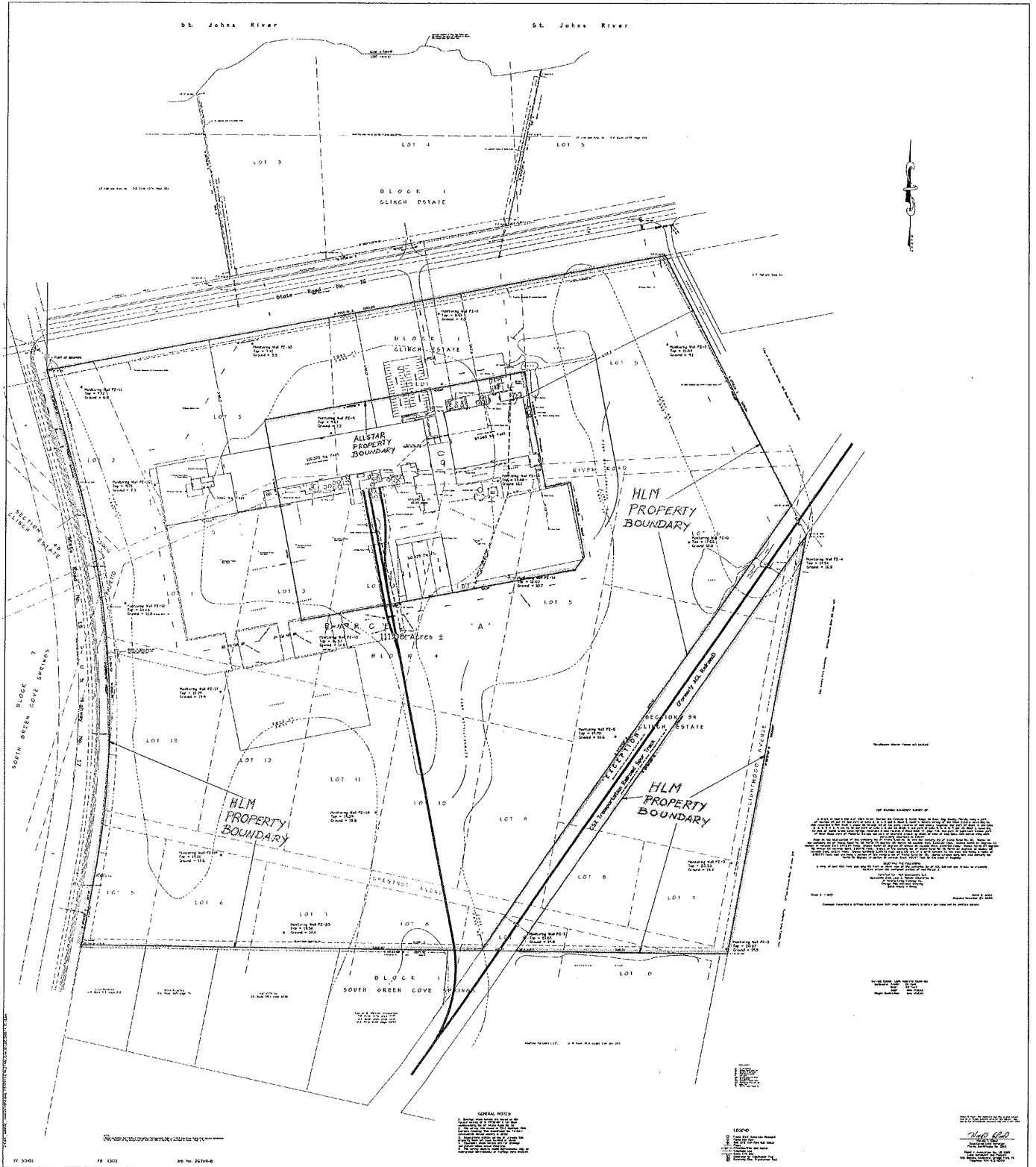
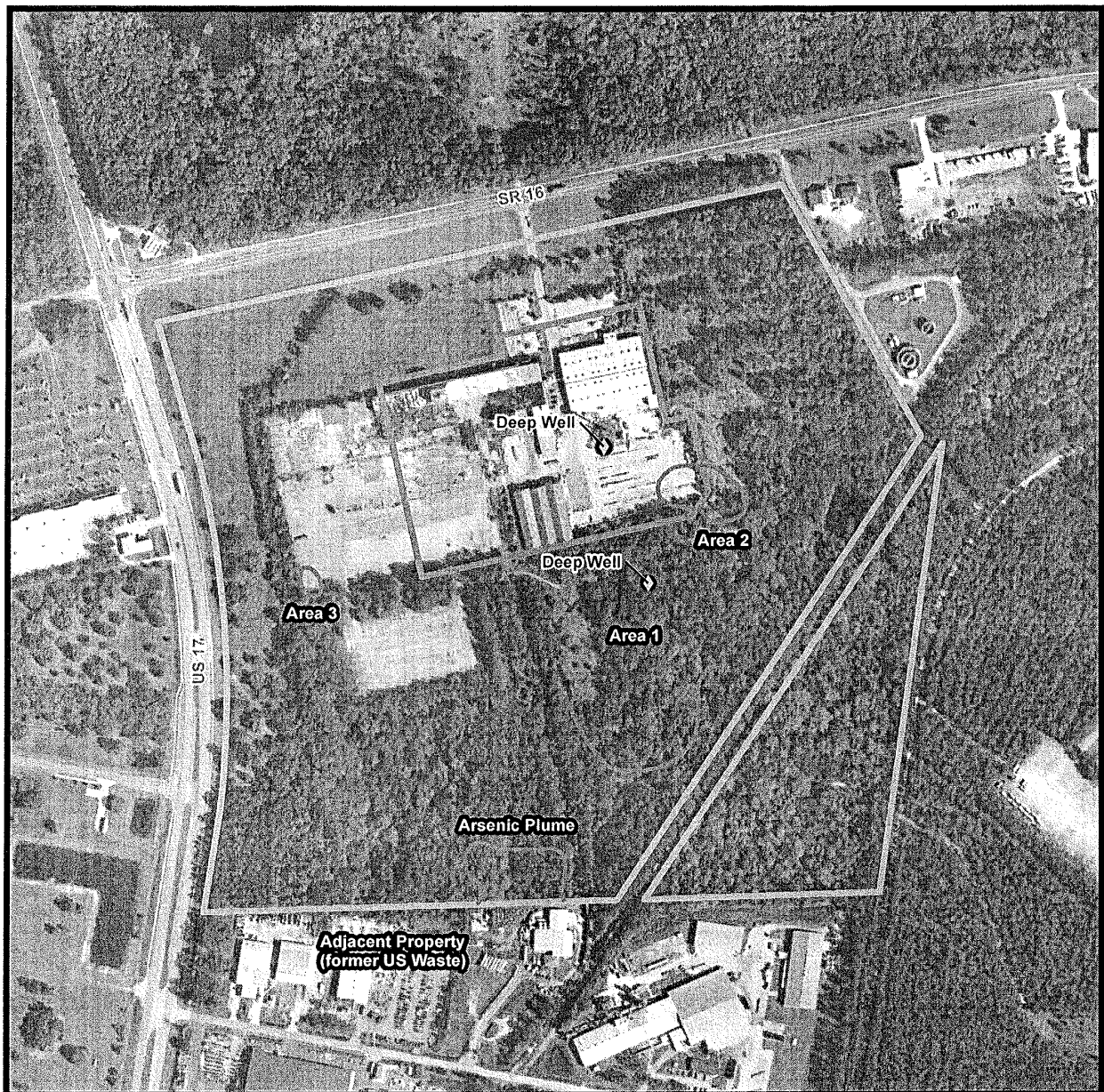



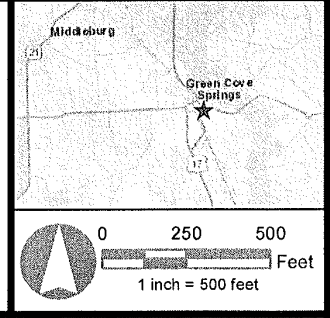


EXHIBIT D



Legend

-  HLM Property Boundary
-  AllStar Property Boundary (approx.)
-  Area of Groundwater Contamination



Source: Property boundary from FGDL state-wide parcel data, 4/12/2018. ArcGIS Online World Imagery, © ESRI, 3/15/2017

FIGURE  
AREAS OF GROUNDWATER CONTAMINATION ON THE HLM PROPERTY  
GREEN COVE SPRINGS, FLORIDA



BN • 3/27/2019 • P:\ATG\2018005\106\_HLMPropertyGreenCoveSprings\ARCGIS\LateralExtentofPlumes.mxd



**EXHIBIT E**

**LIST OF DOCUMENTS ASCERTAINING DISCHARGE, ASSESSMENT, REMEDIATION, AND STEADY-  
STATE NATURE OF CHLORINATED HYDROCARBON PLUME**

**LIST AND TITLE OF DOCUMENTATION (2010 to 2018)****DOCUMENTS CREATED BY ASSOCIATED SCIENCES CORPORATION (2010-2018)**

TITLE	DATE
Status Update	February 16, 2010
Status Update	April 21, 2010
Environmental Update	June 15, 2010
Status Update	September 17, 2010
Quarterly Sampling Update	November 17, 2010
Quarterly Sampling Update	February 14, 2011
Quarterly Sampling Update	May 3, 2011
Third Quarter Update	July 22, 2011
Southern boundary Sampling Report	October 28, 2011
Quarterly Update	October 28, 2011
Environmental Update	April 16, 2012
Site Condition Update	January 2, 2013
Environmental Update	December 19, 2013
Property Update	May 8, 2014
Update Report	July 10, 2014
Third Quarter 2014 Report	October 14, 2014
Update Report	January 13, 2015
Site Update Report	February 27, 2015
Update Report	April 21, 2015
Summary Active Monitoring Well Concentrations	May 8, 2015
Summary of Interim Removal Actions	May 20, 2015
Groundwater Plume Isopleth Map	July 1, 2015
Lateral Extent of Contamination	June 13, 2016
Summary Document and Site Rehabilitation Completion Report	July 2017
Monitoring Well Abandonment Report	April 10, 2018

**DOCUMENTS CREATED BY WSOURCE GROUP, LLC (2017-2018)**

Supplemental Assessment Report	August 2017
Supplemental Information Report	November 2017

Prepared by:  
Edwin A. Steinmeyer  
Steinmeyer Fiveash LLP  
2282 Killearn Center Boulevard  
Tallahassee, Florida 32309

**SECOND AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
GREEN COVE SPRINGS TOWN CENTER SOUTH**

Effective on Feb 20, 2023, the undersigned HLM Land Development, Inc. (“Developer” or “Declarant”) and its affiliates hereby amend the Declaration of Covenants, Conditions and Restrictions for Green Cove Springs Town Center South (“Declaration”).

RECITALS

WHEREAS, the Declaration was duly recorded in the public record of Clay County, Florida on June 26, 2006, at: CFN #2006044138, OR BK 2747, beginning on page 1728 and ending on page 1776; and

WHEREAS, pursuant to the terms and conditions of the Declaration, Developer reserved the right to amend the Declaration in the future; and

WHEREAS, on March 16, 2020, Developer and its Affiliates amended the Declaration, the amendment being duly recorded in the public record of Clay County, Florida on March 18, 2020, at: CFN #2020014720, OR BK 4290, beginning on page 604 and ending on page 621; and

WHEREAS, Developer desires to further amend the Declaration in light of certain changes in ownership and use of the subject property; and

WHEREAS, the undersigned include all of the current “Affiliates” of Developer as that term is used in the Declaration; and

WHEREAS, Developer and the Affiliates have decided, approved, and resolved that it is in the best interest of current and future owners and occupants of the Green Cove Springs Town Center South development that the Declaration be amended as set forth below.

NOW, THEREFORE:

1. The above Recitals are true and correct and incorporated herein.
2. This second amendment to the Declaration has been duly approved by Developer and its Affiliates and authorized for recording in the Clay County, Florida public record.
3. The Declaration, as amended, is further amended and restated in its entirety to read:

Developer hereby declares that all of the property described in Exhibit A ("Properties") and any property that may be subsequently added to and subjected to this Declaration, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the real property submitted to this Declaration, and which shall be binding on all parties having any right, title, or interest in the Properties or any part thereof, their heirs, successors, successors-in-title, and assigns and shall inure to the benefit of each owner thereof and to the benefit of the Association (as hereinafter defined).

## ARTICLE 1 DEFINITIONS

**Section 1. Definitions.** The following words when used in this declaration shall have the meanings assigned to them below, unless the context requires otherwise:

(a) Association. "Association" means GCS Town Center South Association (to be formed by Developer as a Florida corporation or limited liability company) and its successors and assigns.

(b) Board. "Board" means the Board of Directors of the Association. The Board shall manage and control the affairs of the Association. The number of directors and the method of election of directors to the Board shall be set forth in the by-laws of the Association.

(c) Committee. "Committee" shall mean Developer until such time as an Architectural Review Committee is established pursuant to Article VII hereof.

(d) Common Areas. "Common Areas" shall mean all property located within the Properties and indicated on the Site Plan attached hereto as Exhibit E and made a part hereof, and all amendments thereof, as roadways, drainage ways, and stormwater treatment ponds and other infrastructure, together with the landscaping and any improvements thereon, including, without limitation, all structures, driveways, entrances, landscaped areas, streetlights, and irrigation systems, if any, but excluding the rail spur and any public utility installations on Common Areas that may be located, constructed, and developed by Developer or the Association from time-to-time hereafter. In addition to the foregoing, the portions of the Properties described in Article IV, Section 6 of this Declaration shall also be deemed to be part of the Common Areas, but only for the purposes set forth in that Section and not for, *inter alia*, purposes of title.

Developer will endeavor to specifically identify by recorded legal description, signs, physical boundaries, site plans, or other means the Common Areas of the Properties, but identification shall not be required in order for a portion of the Properties to be a Common Area hereunder. Without limiting the generality of of this article, if Developer determines that a particular portion of the Properties is or is not a Common Area (in the manner provided in Section 2), the determination shall be binding and conclusive..

If the Association accepts an easement or similar grant over, under, or through any portion of the Properties or any property adjacent thereto or in the vicinity thereof, the area subject to the easement shall be deemed Common Areas only for the purpose of the Association performing

whatever duties or obligations are stated in, or implied by law with respect to, the easement or other grant.

(e) Declarant. "Declarant" shall mean Developer and its successors in title and assigns, provided any such successor in title or assign shall acquire for the purpose of development or sale all or any portion of the Lots (as hereinafter defined), and provided that in the instrument of conveyance to any such successor in title or assign, such successor in title or assign is designated as Declarant hereunder by the grantor of the conveyance, which grantor shall be the Declarant hereunder at the time of the conveyance. Further, upon the designation of a successor Declarant, all rights and obligations of the former Declarant in and to status as Declarant hereunder shall cease.

(f) Declaration. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for Green Cove Springs Town Center South, as amended.

(g) Developer. "Developer" shall mean and refer to HLM Land Development, Inc., a Florida general partnership, its successors, and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Properties. In the event of a partial assignment, the assignee shall not be deemed the Developer, but may exercise the rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

(h) Improvement. "Improvement" shall mean all building site development(s), betterment(s), modification(s), or construction, including, but not limited to, buildings, structures, walls, towers, tanks, patios, driveways, signs, mailbox or newspaper receptacles, docks, walls, fences, screens, parking areas, drainage ways, drainage and stormwater treatment facilities and infrastructure, excavation, and grading.

(i) Lot. A "Lot" or "Lots" shall mean and refer to a portion of the Properties that is a distinct parcel and on which a commercial (generally, office, retail, hotel, service, or restaurant) or industrial structure is or may be built under applicable plat, zoning, and other land use restrictions and requirements. The initial Lots are described on Exhibits B, C, and D-1 through D-15, inclusive, which are depicted on the map of the Properties attached hereto as Exhibit E. The foregoing shall not include, however, a platted parcel on which there is or may be built a structure intended for the common use of the Owners. A "Lot" shall also mean any specific parcel of land within the Properties designated as such by a Supplemental Declaration executed and recorded by Developer (and joined in by the Owner of the parcel if different from Developer). If any Lot is subsequently subdivided by Developer, or a future Owner, or is submitted to the condominium or cooperative form of ownership, it shall nevertheless be deemed a single Lot, as more particularly described in Article IX of this Declaration.

(j) Member. "Member" shall mean any Owner who is a member of the Association.

(k) Mortgage. "Mortgage" shall mean any security instrument encumbering any Lot.

(l) Mortgagee. "Mortgagee" shall mean the holder of any Mortgage.

(m) Occupant. "Occupant" shall mean any person occupying all or any portion of a building located on a Lot for any period of time, regardless of whether the person is a tenant or the Owner of the Lot.

(n) Owner. "Owner" shall mean the record owner (including Declarant), whether one or more persons or entities, of fee simple title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation; provided, however, the term "Owner" shall include a lessee if the lease from Declarant or other record owner expressly so provides and is for a period in excess of one year.

(o) Plans. "Plans" shall mean a package including the site plan, grading plan, architectural elevations, sign details, landscape plan, and the like for a building.

(p) Properties. The "Properties" shall mean the real property described on Exhibit A attached hereto and any additional property subjected to this Declaration pursuant to Article III below.

(q) Restrictions. "Restrictions" shall mean all covenants, restrictions, agreements, charges, liens, and other obligations created or imposed by this Declaration.

**Section 2. Interpretation and Flexibility.** If there is any ambiguity or question as to whether any person, entity, property, or improvement falls within any of the definitions set forth in this Article I, the determination made by Developer in such regard (as evidenced by a recorded Supplemental Declaration stating same) shall be binding and conclusive. Moreover, Developer may, also by way of Supplemental Declaration, alter or amend the application of any portion of this Declaration as to any specified portion(s) of the Properties in order to reflect any unique characteristics thereof; provided that the altered or amended application may not go so far as to be unequivocally contrary to the overall, uniform scheme of development for the Properties contemplated in this Declaration. All references in this instrument to recording data refer to the Public Records of Clay County, Florida.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

**Section 1. Legal Description.** The real property which, initially, is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Clay County, Florida, and is more particularly described on Exhibit A attached hereto, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as "The Properties."

**Section 2. Withdrawal.** Developer reserves the right to amend this Declaration at any time, without prior notice and without the consent of any person or entity except as provided below, for the purpose of removing certain portions of the Properties then owned by Developer or its

affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Properties desired to be effected by Developer; provided, however, that withdrawal is not unequivocally contrary to the overall, uniform scheme of development of The Properties.

**Section 3. Acceptance of Declaration.** Every grantee of any interest in the Properties, by acceptance of a deed, lease/purchase agreement, or other conveyance of the interest, whether or not it is expressed in the deed or other conveyance, whether or not the deed or conveyance is signed by the grantee, and whether or not the person otherwise consents in writing, shall take subject to this Declaration and to the terms and conditions hereof, and will be deemed to have assented to said terms and conditions.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

**Section 1. Membership.** Every Owner shall be a Member of the Association, but subject to Article IX hereof.

**Section 2. Voting Rights.** The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners, except for Developer (as long as the Class B Membership shall exist, and thereafter, Developer shall be a Class A Member to the extent it would otherwise qualify). Each Class A Member shall be entitled to one (1) vote for each "Assessment Unit" (as defined in Article V, Section 2 hereof) attributable to each Lot in which it holds the interests required for membership by Section 1. For example, a Class A member owning a Lot having 1.33 assessment units shall have 1.33 votes. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, but the single vote for the Lot shall be exercised as they among themselves determine. However, subject only to the following subsection, in no event shall more than one (1) vote be cast with respect to any Assessment Unit.

Class B. The Class B Member shall be Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time-to-time by the Class A Members. The Class B membership shall cease and terminate one (1) year after the last Lot within the Properties has been sold and conveyed by Developer (or its affiliates), or sooner at the election of Developer (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

**Section 3. General Matters.** When reference is made herein, or in the Articles, By-Laws, Rules and Regulations, management contracts, or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to refer to a majority or specific percentage of the votes of Members present at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Lots.

**ARTICLE IV  
COMMON AREAS; CERTAIN EASEMENTS**

**Section 1. Member Easements.** Each Member, and each tenant, agent, and invitee of each Member, have a non-exclusive, permanent, and perpetual easement over and upon the Common Areas as and when same shall be improved and/or constructed from time-to-time hereafter for the intended use and enjoyment thereof in common with all other Members and their tenants, agents, and invitees in such manner as may be regulated by the Association. IN NO EVENT, HOWEVER, SHALL THE FOREGOING BE DEEMED TO GRANT ANY EASEMENT IN FAVOR OF THE GENERAL PUBLIC.

Without limiting the generality of the foregoing, these rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration.

(b) The right of the Association to adopt at any time and from time-to-time and to enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule or regulation adopted by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(c) The right to the use and enjoyment of the Common Areas and facilities thereon for their intended purposes shall extend to all agents, employees, guests, and invitees of the Owners, subject to regulation by the Association in its lawfully adopted and published rules and regulations; provided, however, that neither the rules and regulations nor any amendment to this Declaration shall deprive Owners and the other aforesaid parties from access to their respective Lots.

(d) The right of Developer to permit such persons as Developer shall designate to use the Common Areas and all facilities located thereon (if any).

(e) The right of Developer and the Association to have, grant, and use general ("blanket") and specific easements over, under, and through the Common Areas.

(f) The right of the Association, by a two-thirds affirmative vote of the entire membership, to dedicate or convey portions of the Common Areas to any public or quasi-public agency, community development district, or other entity under such terms as the Association deems appropriate and to create or contract with community development and special taxing districts for lighting, roads or other services, security, or communications and other similar purposes deemed appropriate by the Association (to which such dedication or contract all Owners, by the acceptance of the deeds to their Lots, shall be deemed to have consented, no consent of any other party, except Developer, being necessary).

**Section 2. Easements Appurtenant.** The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot but shall not be deemed to grant or convey any ownership interest in the Common Areas subject thereto.

**Section 3. Maintenance and Rent.** The Association shall at all times maintain in good repair and manage, operate, and insure, and shall replace as often as necessary, the Common Areas



(including, without limitation, the landscaping and pedestrian areas described in Section 6, below) and, to the extent not otherwise provided for, the paving, drainage ways, drainage and stormwater treatment structures, equipment, and facilities, landscaping, irrigation systems, improvements, and other structures (except public utilities, to the extent same have not been made Common Areas) situated on the Common Areas, if any, all such work to be done as ordered or contracted by the Board. For the purposes of this Declaration, "good repair" means regular and proper operation, maintenance, repair, and replacement of Common Areas and associated Improvements at a commercially reasonable standard such that the operation, maintenance, and appearance of the Common Areas and Improvements do not negatively affect the market value of the Properties, are maintained in a neat, clean, orderly, and attractive manner, and, where applicable, maintain compliance with this Declaration and all laws, regulations, local government codes, and regulatory orders. Maintenance of any applicable street lighting fixtures or irrigation systems shall include and extend to payment for all electricity consumed in their operation, unless same is separately metered to a specific Lot(s). Without limiting the generality of the foregoing, the Association shall assume all of Developer's and its affiliates' responsibility to the City of Green Cove Springs and Clay County and their governmental and quasi-governmental subdivisions of any kind with respect to the Common Areas or utilities serving the Properties (including, without limitation, as to any ongoing use or maintenance requirements under any developer's agreement or similar instrument) and shall fully indemnify and hold Developer and its affiliates and the parties joining herein harmless with respect thereto.

In addition to performing its other duties under this Declaration as to the Common Areas, in the event that any of same is leased by Developer from a third party, the Association shall be responsible for paying (and assessing all Owners for the payment of) all rentals, charges, and other sums due under the applicable lease when same is assigned by Developer to the Association (which assignment will be deemed automatically accepted by the Association) and shall fully indemnify and hold Developer harmless in the event of the Association's failure to do so.

All expenses incurred by the Association pursuant to this Section and this Declaration generally shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith. In order to effect economies of scale and for other relevant purposes, the Association and/or other similar associations shall have the power to incur, by way of contract or otherwise, expenses general to all or applicable portions of their respective properties and then allocate portions of the expenses among the Association and other affected associations based on a formula adopted by them. The portion allocated to the Association shall be deemed a general expense (or in the case of charges applicable to only one or more specific Lots to the exclusion of others, a special expense to be allocated only among the affected Lots), collectible through assessments (either general or special) against applicable Lots.

No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Areas or abandonment of the right to use the Common Areas.

**Section 4. Utility Easements.** Use of the Common Areas for utilities, and use of the other utility easements and facilities as shown on or described in relevant recorded instruments, shall

be in accordance with the applicable provisions of this Declaration and the instruments. Public utilities in the Common Areas for the service of the Properties shall be installed underground, except as may be otherwise permitted by Developer. Developer hereby reserves, and it and its affiliates and its and their designees shall have, a perpetual easement over, upon, and under the Common Areas and the unimproved portions of the Lots for the installation, operation, management, maintenance, repair, replacement, alteration, and expansion of drainage ways, drainage and stormwater treatment facilities and infrastructure, and utilities, including, but not limited to, easements hereby reserved within each Lot, ten feet in width, along and adjacent to each Lot line.

**Section 5. Public Easements.** Fire, police, health and sanitation, park maintenance, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas in the performance of their respective duties.

**Section 6. Landscaping and Pedestrian Areas.** The common sidewalks, and landscaping and grading features located in the portions of the Properties bordering roadways (such portions generally, although not necessarily always, having a width of ten (10) feet) shall be deemed part of the Common Areas, notwithstanding the fact that they are located on and within the boundary lines of Lots. Accordingly, each Lot on which such landscaping and pedestrian areas are located shall be subject to a nonexclusive easement, to the extent of such areas, in favor of (i) the Association, for the performance of its duties with respect thereto and (ii) all Owners and their tenants, agents, guests, and invitees, for the reasonable use of the landscaping and pedestrian areas for their intended purposes.

**Section 7. Ownership.** The Common Areas are hereby dedicated nonexclusively to the joint and several use, in common, of Developer and the Owners of all Lots that may from time-to-time constitute part of the Properties and their tenants, agents, and invitees and Developer's tenants, guests, and invitees, all as provided and regulated herein or otherwise by the Association. The Common Areas (or appropriate portions thereof, but not the landscaping and pedestrian areas described above) shall, upon the later of completion of the improvements thereon or the date when the last Lot within the Properties has been conveyed by Developer to a purchaser (or at any earlier time and from time-to-time at the sole election of Developer), be conveyed by quitclaim deed to the Association, which shall be deemed to have automatically accepted the conveyance. Except as provided in Article X, Section 11 hereof, the Association shall be responsible for the maintenance, insurance, and administration of these Common Areas (whether then conveyed or to be conveyed to the Association).

It is intended that all real estate taxes assessed against those portions of the Common Areas owned or to be owned by the Association shall be (or have been because the purchase prices of the Lots and/or Units have already taken into account their proportionate shares of the values of the Common Areas) proportionally assessed against and payable as part of the taxes of the applicable Lots within the Properties. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment (subject to protest or appeal before or after payment) of the same, including taxes on any improvements and any personal property located thereon, which taxes

accrue from and after the date these covenants are recorded, and the taxes shall be prorated between Developer and the Association as of the date of recordation.

Developer and its affiliates shall have the right from time-to-time to enter upon the Common Areas and other portions of the Properties (including, without limitation, Lots and Units) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion, or alteration of any improvements or facilities on the Common Areas or elsewhere on the Properties that Developer and its affiliates or designee elect to effect, and to use, without charge, the Common Areas and other portions of the Properties for sales, displays, and signs or for any other purpose during the period of construction and sale of any portion of the Properties. Without limiting the generality of the foregoing, Developer and its affiliates shall have the specific right to maintain upon any portion of the Properties sales, administrative, construction, and other offices, and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto Developer and its affiliates, and its and their successors, assigns, employees, and contractors, for this purpose. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, Developer shall not be liable for delays in completion to the extent resulting from the need to finish the above-referenced activities prior to completion.

**Section 8. Drainage Facilities.** All drainage pipes, ditches, swales, and infrastructure located within the Properties that provide stormwater treatment or drainage from the Lots to the stormwater treatment facilities located within the Properties or off-site shall be deemed Common Areas for the purposes of (i) the Owners' reasonable use thereof for their intended purposes, and (ii) the maintenance, repair, and replacement thereof by the Association.

The Association shall be responsible to the Owner of each Lot on or under which the Common Areas are located for: (i) notifying the Owner, at least five (5) days in advance (except in the case of emergencies) of any maintenance, repair, or replacement activities to be conducted on the Lot pursuant to this Section, (ii) performing said activities in a manner so as to reasonably minimize any interference with the normal and customary use of the Lot, and (iii) promptly repairing and restoring to its prior condition any portion of a Lot that is damaged by the activities.

Neither the last paragraph of Section 1(d) of Article I nor this Section shall make or be deemed to make the Association the Owner of any portion of a Lot containing the Common Areas or require Developer to convey same to the Association.

## ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation for Assessments.** Except as provided elsewhere herein, Developer (and each party joining in any supplemental declaration), for all Lots within the Properties, hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed

in the deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and charges for the operation of the Association and the rental, maintenance, management, operation, and insurance of the Common Areas, including such reasonable reserves as the Association may deem necessary, capital improvement assessments as provided in Section 4 hereof, special assessments for maintenance as provided in Section 3 hereof, and all other charges and assessments hereinafter referred to or lawfully imposed by or on the Association, all such assessments to be fixed, established, and collected from time-to-time as herein provided. In addition, special assessments may be levied against particular Owners and Lots for fines or expenses incurred against particular Lots or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration. The annual, special, and other assessments, together with late charges and interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each assessment, together with late charges and interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the Owner of the property at the time when the assessment fell due, and all subsequent Owners, until paid. Except as provided herein with respect to special assessments that may be imposed on one or more Lots or Owners to the exclusion of others and as provided in Section 8, below, all assessments imposed by the Association shall be imposed against all Lots subject to its jurisdiction by application of the formula set forth in Section 2, below.

Reference herein to assessments shall be understood to include reference to all interest, charges, and costs whether or not specifically mentioned.

**Section 2. Rates of Assessments.** Each Lot shall be assessed at a uniform rate for each acre (or fractional acre) rounded to the nearest one hundredth of an acre within the Lot (an "Assessment Unit"). For example, a Lot that is 1.33 acres shall have 1.33 assessment units. For purposes of this Section (and of Article III, Section 2), the "acreage" of a Lot shall be measured from the exterior boundary lines thereof and shall not be reduced by any area occupied or covered by easements, rights of way, or other rights therein or encumbrances thereon.

**Section 3. Special Assessments.** In addition to the regular and capital improvement assessments that are or may be levied hereunder, the Association (through a majority vote of the Board) shall have the right to levy special assessments against an Owner(s) to the exclusion of other Owners for (i) the repair or replacement of damage to any portion of the Common Areas (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence, or other action or inaction of an Owner or his tenant(s) or (ii) the costs of work performed by the Association in accordance with Article VI of this Declaration (together with any surcharges collectible thereunder). The special assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any special assessment levied hereunder shall be due within the time specified by the Board in the action imposing the assessment.

**Section 4. Capital Improvements.** Funds that, in the aggregate, are in excess of the lesser of \$50,000 or 10% of the then current operating budget of the Association in any one fiscal year, that are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas under the jurisdiction of the Association, and that

have not previously been collected as reserves or are otherwise available to the Association (other than by borrowing) shall be levied by the Association as assessments only upon approval of a majority of the Board and upon approval by two-thirds (2/3) favorable vote of the Members voting at a meeting or by ballot as may be provided in the By-Laws of the Association. It is the intent of this Section that any capital improvements having a cost of less than the amount set forth above be paid for by regular assessments, with an appropriate adjustment to the budget of the Association and the assessment levied in accordance therewith to be made, if necessary.

**Section 5. Date of Commencement of Annual Assessments; Due Dates.** The annual regular assessments provided for in this Article shall commence on the first day of the month next following the recordation of these covenants, or at a later date determined by the Association, and shall be applicable through December 31 of each year. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31.

The annual assessments shall be payable in advance in monthly installments, or in annual, semi-, or quarter-annual installments if determined by the Board (absent which determination they shall be payable quarterly).

The assessment amount (and applicable installments) may be changed at any time by the Board from that originally stipulated or from any other future assessment. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, every six (6) months), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in the calendar year.

The due date of any special assessment or capital improvement assessment shall be fixed in the Board resolution authorizing the assessment.

**Section 6. Duties of the Board of Directors.** The Board shall fix the date of commencement and the amount of the assessment against each Lot subject to the Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to payment of the first installment, except as to special assessments. In the event no notice of the assessments for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period until changed in the manner provided for herein.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association setting forth whether the assessment has been paid as to any particular Lot. The certificate shall be conclusive evidence of payment or non-payment.

Developer, until such time as the Association is formed, shall have the power, but not the obligation, to enter into agreements from time-to-time with one or more persons, firms, or companies (including Developer and affiliates of Developer) for management or operation services.

Additionally, the Association shall have all other powers provided in the Declaration and the Association's articles of formation or incorporation and by-laws.

**Section 7. Effect of Non-Payment of Assessment: the Personal Obligation; the Lien; Remedies of the Association.** If the assessments or installments provided for herein are not paid on the date(s) due, then the assessments or installments shall become delinquent and shall, together with late charges, interest, and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot that shall bind the Lot in the hands of the then Owner, his heirs, personal representatives, successors, and assigns. Except as provided in Section 9 of this Article to the contrary, the personal obligation of the then Owner to pay the assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Association a late charge of five percent (5%) of the amount of the unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and, if the installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges; provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid) and/or the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full. All such sums shall bear interest from the dates when due until paid at the highest lawful rate (or, if there is no highest lawful rate, 18% per annum), and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the assessments and late charges are unpaid, may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of these remedies at the same time or successively. The Association shall be entitled to recover all attorneys' fees and costs incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same through all applicable appellate levels, which shall be added to the amount of the assessments, late charges, and interest.

In the case of an acceleration of the next twelve (12) months of installments, each accelerated installment shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any accelerated installment would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose installments were accelerated shall continue to be liable for the balance due by reason of the increase, and special assessments against the Lot shall be levied by the Association for such purpose.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales,

shall not be entitled to occupy the Lot or to use the Common Areas (except for access over Common Area roadways) until all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 8 of this Article.

The failure of the Association to send or deliver bills or notices of assessments shall not relieve Owners from their obligations hereunder to promptly pay them when due.

All assessments, late charges, interest, penalties, fines, attorneys' fees, and other sums provided for herein shall accrue to the benefit of the Association.

**Section 8. Subordination of the Lien.** The lien of the assessments provided for in this Article shall be subordinate to real property tax liens and the lien of any first mortgage (recorded prior to recordation by the Association of a claim of lien) held by an institutional mortgage lender; provided, however, that any such mortgage lender when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of foreclosure or otherwise in satisfaction of a debt secured by a first mortgage as aforesaid, and all persons claiming by, through, or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any assessment coming due after the foreclosure (or conveyance in lieu of foreclosure or in satisfaction of debt). Any unpaid assessment that cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure or in satisfaction of debt) took place.

**Section 9. Developer's Assessments.** Notwithstanding anything herein to the contrary, Developer shall have the option, in its sole discretion, to (i) pay assessments on the Lots owned by it, (ii) pay assessments only on certain designated Lots (e.g., those under construction or those containing a Unit for which a certificate of occupancy has been issued), or (iii) not pay assessments on any Lots and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by assessments receivable from Owners other than Developer. The deficit to be paid under option (iii) above shall be the difference between (i) actual operating expenses of the Association (exclusive of capital improvement costs, reserves, and management fees) and (ii) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, late charges, fines, and incidental income) and any surplus carried forward from the preceding year(s). Developer may from time-to-time change the option stated above under which Developer is making payments to the Association by written notice to the Association. If Developer at any time elects option (ii) above, it shall not be deemed to have necessarily elected option (i) or (iii) as to the Lots that are not designated under option (ii). When all Lots within the Properties are sold and conveyed to purchasers, neither Developer nor its affiliates shall have further liability of any kind to the Association for the payment of assessments, deficits, or contributions.

**Section 10. Association Funds.** The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special and capital assessments, shall be held by the Association and may be invested in interest bearing accounts or

in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

## ARTICLE VI MAINTENANCE OF UNITS AND LOTS

**Section 1. Exteriors of Units.** Each Owner shall maintain all structures (including the Unit) located on his Lot in a neat, orderly, and attractive manner and consistent with the general appearance of the Properties as a whole (taking into account the varying uses of the Properties, Lots, and Units). The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of the Properties as initially constructed and otherwise improved by Developer or by any other builders who build in accordance with plans approved by Developer (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the judgment of the Architectural Control Committee, as hereinafter defined). Each Owner shall repaint or re-stain, as appropriate, the exterior portions of his Unit (with the same colors as initially used on the Unit) as often as is necessary to comply with the foregoing standards. The foregoing maintenance requirements shall not apply to the extent that a Unit is under construction; provided, however, that during such construction period the applicable Lot shall nevertheless be kept reasonably free of accumulations of scrap, debris, and refuse.

**Section 2. Lots.** Each Owner shall maintain the trees, shrubbery, grass, and other landscaping on its Lot, if any, and all sidewalks, plazas, parking lots, and similar areas in a neat, clean, orderly, and attractive manner and consistent with the general appearance of the Properties as a whole. All irrigation systems shall be underground, automatic, and kept in good repair and shall not stain or discolor any wall, sign, surface, curb, sidewalk, or other improvement. The minimum (though not sole) standard for the foregoing shall be the general appearance of the Properties as initially landscaped (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping as properly trimmed and maintained).

Without limiting the generality of the following, the obligation of an Owner to maintain its Lot shall extend to and include the obligation to regularly sweep, clean, maintain, re-stripe, repair, and replace the parking areas located on the Lot and all improvements thereto.

The foregoing maintenance requirements shall not apply to the extent that a Lot is under construction; provided, however, that during construction, the Lot shall nevertheless be kept reasonably free of accumulations of scrap, debris, and refuse.

**Section 3. Remedies for Noncompliance.** In the event of the failure of an Owner to maintain its Unit or Lot in accordance with this Article, the Association shall have the right, upon five (5) days' prior written notice to the Owner at the address last appearing in the records of the Association, to enter upon the Owner's Lot and perform all work necessary to bring the Lot or Unit into compliance with the standards set forth in this Article. The work may include, but shall not be limited to, cutting or trimming grass, trees, and shrubs; repainting or re-staining



exterior surfaces of a Unit; repairing walls, fences, roofs, doors, windows, and other portions of a Unit or other structures on a Lot; and all other remedial work as is judged necessary by the Association. The remedies provided for herein shall be cumulative with all other remedies available under this Declaration or otherwise under applicable law (including, without limitation, the imposition of fines or special assessments or the bringing of legal or equitable actions).

**Section 4. Costs of Remedial Work; Surcharges.** If the Association performs any remedial work on a Unit or Lot pursuant to this Article or any other applicable Covenants, the costs and expenses thereof shall be deemed a special assessment under Article V, Section 3 of this Declaration and may be immediately imposed by the Board. To discourage Owners from abandoning certain duties hereunder for the purpose of forcing the Association to assume them, and to reimburse the Association for administrative expenses incurred, the Association may impose a surcharge of not more than thirty-five percent (35%) of the cost of the remedial work, the surcharge to be a part of the aforesaid special assessment. No bids need be obtained for any of the work performed pursuant to this Article, and the person(s) or company performing the work may be selected by the Association in its sole discretion.

**Section 5. Right of Entry.** There is hereby created an easement in favor of the Association and its applicable designees over each Lot for the purpose of entering onto the Lot in the performance of the work herein described and the work described in Article IV, provided that the notice requirements of this Article are complied with and any entry is during reasonable hours.

## ARTICLE VII CERTAIN RULES AND REGULATIONS

**Section 1. Applicability.** The provisions of this Article VII shall be applicable to all of the Properties but shall not be applicable to Developer or its designees. If a Lot is under construction, the provisions of this Article that presume the completion of construction shall not apply until the construction on the Lot is complete.

**Section 2. Uses of Lots and Units.** All Lots and Units (and appurtenant Common Areas) shall be used for the general purposes for which they are designed and intended, and at all times in accordance with applicable zoning and other requirements, conditions, and restrictions (including, without limitation, any contained in a deed or lease of the Lot/Unit from Developer or an Owner). In no event shall any portion of the Properties be used for any unlawful purposes or in a manner that is or becomes noxious, offensive, unhealthy, or harmful as a result of generating fumes, dust, smoke, noise, vibration, or waste.

**Section 3. Reserved.**

**Section 4. Temporary Structures.** Except as may be used or permitted by Developer or the Association during periods of construction or renovation, no structure of a temporary nature (including, without limitation, trailers, tents, and shacks) shall be located or used within the Properties. Mobile offices may be permitted for certain uses, but they must be tied down and

skirted. A mobile office that remains on a Lot for more than one year must be landscaped and maintained in accordance with Article VI above.

**Section 5. Signs and Advertising.** Only signs as initially installed or approved by Developer and their replacements of substantially the same design, size, and location shall be placed on the Lot or exteriors of Units (or interior portions thereof when the sign is readable from more than twenty-five (25) feet away), except that additional or different replacement signs (other than those prohibited in the immediately following paragraph) may be installed with the approval of the Architectural Control Committee pursuant to the review procedure set forth in Section 9, below. Notwithstanding the broad approval/disapproval discretion granted to the Architectural Control Committee in Section 9, the Board shall not unreasonably withhold its approval of a different sign in a previously permitted location if the sign is necessitated by a substantial change in the use or occupancy of all or any portion of a Unit. For example, if a portion of a Unit is initially occupied by a bank using a "logo"-type sign and a new bank takes occupancy of the same space, the Architectural Control Committee may not unreasonably withhold its approval of the new bank's "logo"-type sign of a character and size similar to that of the first bank.

In no event shall freestanding "sandwich-board" or similar signs be permitted within the Properties, either on a permanent or temporary basis, and no pennants, streamers, or similar decorative materials shall be permitted. All signs shall be lighted, if at all, in the manner initially approved by Developer or, after Developer no longer holds any interest in, or mortgage on, any portions of the Properties, by the Architectural Control Committee.

No loudspeakers or other sound-emitting equipment shall be used for advertising, promotional, or other purposes (other than for supplying reasonably low-volume background music or public address service to common spaces within or adjacent to Units), nor shall lighting fixtures or equipment designed or used to project beyond the boundaries of a Unit be used for such purposes.

**Section 6. Service Areas and Mechanical Equipment.** Without limiting the generality of other applicable provisions of this Declaration, all service areas such as loading docks shall be kept in a neat, clean, and sanitary condition, and in no event shall any outdoor area be used for the storage of equipment, inventory, supplies, or other material except in the ordinary course of business of a Lot Owner. All service areas shall be reasonably screened from public view in the manner originally required by Developer or the Association and shall be used only for their intended purposes. All rooftop and other mechanical equipment (e.g., air conditioning compressors and elevator equipment) shall be enclosed or screened so as to be an integral part of the architectural design of the Unit.

**Section 7. Refuse, Waste, and Permits.** All trash, garbage, and other refuse shall be placed only in designated areas and containers, shall be screened from view from parking and other public areas, and shall not be permitted to overflow or otherwise accumulate outside of their containers or areas. All hazardous waste (as that term is defined by federal and state laws and regulations (collectively, "Environmental Laws")) shall be promptly and timely removed from Lots and disposed of in accordance with all applicable Environmental Laws. Developer or the

Association may require Owner to promptly provide testing of stockpiled materials if the material is reasonably believed to be solid or hazardous waste.

Owners shall obtain and maintain compliance with all permits required by Environmental Laws that relate to their Lot, business operations, or improvements. No Owner shall allow pollutants, hazardous substances, or hazardous wastes (as those terms are defined under the Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, or Clean Water Act) to be directly or indirectly discharged or otherwise released to Common Areas, other Lots, soil, surface water, or groundwater.

**Section 8. Lighting.** Lighting in all exterior areas of Lots shall be maintained at safe levels (although in no event shall the Association be deemed to be a guarantor or insurer of safety), and bulbs shall be replaced with bulbs of the same wattage as expeditiously as possible after failure. Exterior lighting fixtures of Units shall be maintained in good repair and shall be kept functioning during non-daylight hours. No lighting shall be maintained on any Lot in such a manner as to create a nuisance to owners or occupants of other Lots.

**Section 9. Oil and Mining Operation.** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon, under, or in the Properties, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon, under, or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any portion of the Properties.

**Section 10. Architectural Control.** The following provisions of this Section 10 shall apply to the initial construction of improvements on a Lot and to changes in and to the improvements after they have been completed in the manner approved by Developer.

No building, wall, fence, or other structure or improvement of any nature (including, but not limited to, lighting fixtures, landscaping, exterior paint or finish, hurricane protection, auxiliary buildings, additions to existing buildings, enclosures around dumpsters, loading docks, awnings, canopies, domes, cupolas, decorative features, swales, asphaltting, site grading, or other improvements or changes of any kind) shall be erected, placed, or altered on, or removed from, any Lot or Unit until the Plans as may be required by the Architectural Control Committee (which shall be a committee appointed by the Board, absent such appointment, the Board to serve in such capacity) have been approved in writing by the Committee and all necessary governmental permits are obtained. Each building, wall, fence, or other structure or improvement of any nature, together with any applicable landscaping, shall be erected, placed, or altered upon the premises only in accordance with the Plans so approved and applicable governmental permits and requirements. Refusal of approval of the Plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Committee seem sufficient. Any change in the exterior appearance of any building, wall, fence, or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. A majority of the Committee may take any action the Committee is empowered to

take, may designate a representative to act for the Committee, and may employ personnel and consultants to act for it. In the event of death, disability, or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The Committee shall act on submissions to it within thirty (30) days after receipt (and all further documentation required by it) or else the request shall be deemed approved.

The approval of any proposed improvements or alterations by the Committee shall not constitute a warranty or approval as to, and no member or representative of the Committee or the Board shall be liable for, the safety, soundness, workmanship, materials, or usefulness for any purpose of any improvement or alteration, nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Committee, Board, and Association, generally, from and for any loss, claim, or damages connected with the aforesaid aspects of the improvements or alterations.

No approval of the Committee shall be required for the maintenance (including repainting and re-staining of Unit exteriors) required by Article VI of this Declaration.

Without limiting the generality of Section 1 hereof, the foregoing provisions shall not be applicable to Developer or its designees or to construction activities conducted by Developer or its designees.

**Section 11. Commercial Trucks, Trailers, Campers, and Boats.** No trucks or commercial vehicles; campers, mobile homes, motor homes, house trailers, or trailers of every other description; or recreational vehicles, boats, boat trailers, horse trailers, or vans shall be permitted to be regularly parked or stored at any place on the Properties, except in enclosed garages. For purposes of this Section, "commercial vehicles" shall mean those that are not designed and used for customary, personal, or family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this Section shall not apply to (i) temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services (even if same are parked on a regular basis), (ii) any vehicles of Developer or its affiliates (iii) vehicles left on service station grounds for repair (but not for storage), (iv) mobile medical diagnostic equipment/facilities used adjacent to or in connection with any hospital facility or (v) normal or customary trucks, trailers, train cars, and the like used in connection with authorized facilities on the Properties.. No on-street parking or parking on landscaped areas shall be permitted.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of the vehicle if the vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of the vehicle for trespass, conversion, or otherwise,

nor guilty of any criminal act, by reason of towing. Once the notice is posted, neither its removal nor failure of the owner to receive it for any other reason shall be grounds for relief of any kind. An affidavit of the person posting the notice stating that it was properly posted shall be conclusive evidence of proper posting.

**Section 12. Parking Areas.** No Owner or tenant shall cause or permit anything to be done on or about its Lot that interferes with the normal flow of traffic or interferes with the Association's maintenance of Common Areas.

## ARTICLE VIII ENFORCEMENT

**Section 1. Compliance by Owners and Tenants.** Every Owner shall comply with the restrictions and covenants set forth herein and all rules and regulations that from time-to-time may be adopted by the Board. Inasmuch as it is contemplated that a substantial portion of the Lots and Units within the Properties may be leased by the Owners thereof to others, but in light of the direct relationship of the Association with its Members and the nature of this Declaration as running with the land, the Association shall at all times be entitled to look solely to the Owner of a Lot or Unit with respect to the enforcement of this Declaration and shall not be required (but shall always have the option) to do so as to a tenant. Each lease of any Lot or Unit or portion thereof shall provide (or, in the absence of such provision, shall be deemed to provide) that the tenant shall at all times comply with the covenants, conditions, restrictions, and requirements of this Declaration (except as to the payment of assessments and fines) and this provision shall be enforceable by the Association at its sole option. As used herein, "lease" shall also mean a sublease, and "tenant" shall also mean a sub-tenant.

**Section 2. Enforcement.** Failure of an Owner or tenant to comply with the restrictions, covenants, rules, or regulations shall be grounds for immediate action that may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The offending Owner (even if only a landlord) shall be responsible for all costs of enforcement, including attorneys' fees and court costs.

**Section 3. Fines.** In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board, a fine or fines may be imposed upon an Owner for failure of an Owner or its tenants, guests, invitees, or employees to comply with any covenant, restriction, rule, or regulation, provided the following procedures are adhered to:

(a) **Notice:** The Association shall notify the Owner of the alleged infraction(s). Included in the notice shall be the date and time of a special meeting of the Board at which time the Owner shall present reasons why a fine(s) should not be imposed. At least five (5) days' notice of the meeting shall be given.

(b) **Hearing:** The alleged non-compliance shall be presented to the Board, after which the Board shall hear from the Owner any reasons why a fine(s) should not be imposed. A written decision of the Board shall be submitted to the Owner by not later than twenty-one (21) days

after the Board meeting. The Board and the Owner shall have a right to be represented by counsel and to cross-examine any witnesses presented by the other.

(c) Amounts: The Board may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation: a fine not to exceed One Thousand Dollars (\$1,000.00).

(2) Second non-compliance or violation: a fine not to exceed Two Thousand Five Hundred Dollars (\$2,500.00).

(3) Third and subsequent non-compliance, or a violation or violations that are continuing in nature over thirty (30) consecutive days: a fine not to exceed Fifteen Hundred Dollars (\$1,500.00) per day plus the reasonable attorneys' fees and related costs and expenses incurred by the Association as a result of all investigations, enforcement efforts, hearings, assessments, collection actions, and/or related litigation (through and including all appeals) of a violation or violations.

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of their imposition or assessment.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments.

(f) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled. Any fine paid by an Owner shall be deducted from or offset against any damages the Association may otherwise be entitled to recover by law from the Owner.

## ARTICLE IX CONDOMINIUMS AND COOPERATIVES

**Section 1. Purpose.** This Article has been adopted for the purpose of limiting the number of Owners with which the Association must deal in the course of its operations, as well as to simplify the administration and enforcement of this Declaration and the Articles of Incorporation, By-Laws, and rules and regulations of the Association.

**Section 2. Uses of Certain Terms.** As provided in Article I of this Declaration, a single Lot or Unit shall not lose its character as such for the purposes of this Declaration by virtue of being subdivided into condominium or cooperative parcels by a declaration of condominium or cooperative or similar instrument. As also provided in Article I, an Owner shall be deemed, for

purposes of this Declaration, to be the association for a Lot or Unit submitted to such form of ownership (a "Condominium Lot"), even though same is not actually the owner of the Lot or Unit.

**Section 3. Assessments.** Assessments levied hereunder against a single Condominium Lot shall be a single lien on the entirety of the Lot and shall be payable by the Owner thereof (i.e., the association therefor). Accordingly, each applicable declaration of condominium or cooperative shall provide (or in the absence of such provision, shall be deemed to provide) that all assessments levied hereunder shall be a common expense (within the meaning of Fla. Statute § 718.103 or Fla. Statute § 719.103, as applicable). The foregoing is not intended to obviate the effect of Fla. Statute § 718.121(3), but inasmuch as this Declaration and the lien created hereby shall be recorded prior to the recording of any relevant declaration of condominium or cooperative, it is intended that Fla. Statute § 718.121(1) shall not be operative as to the lien and each applicable condominium parcel owner shall be deemed to have ratified and confirmed same by the acceptance of the deed to such parcel.

**Section 4. Enforcement.** Each association for a Condominium Lot shall be liable and responsible to the Association for its and its constituents' compliance with the covenants, restrictions, and requirements of this Declaration and the Articles of Incorporation, By-Laws, and rules and regulations of the Association. Accordingly, while the Association shall have the right (exercisable at its sole option) to proceed against a constituent for a violation of this Declaration, it shall have a direct right to do so against the condominium or cooperative association (even if the violation is not caused by the association or all of its constituents).

**Section 5. Voting Rights.** Each association for a Condominium Lot shall be a Class A Member of the Association as provided in Article III, Section 2 of this Declaration, but its constituents shall not be deemed to be Members for voting purposes. The association/Class A member shall cast its votes as would any corporate Owner as provided in the Articles of Incorporation or By-Laws of the Association.

## ARTICLE X GENERAL PROVISIONS

**Section 1. Duration.** The covenants and restrictions of this Declaration shall run with and bind the Properties and shall inure to the benefit of and be enforceable by the Association, the Committee, the Developer (at all times), and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, tenants, sub-tenants, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of all the Lots and of 100% of the mortgagees thereof has been recorded agreeing to revoke the covenants and restrictions. No agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of the revocation and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained.

**Section 2. Notice.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of the mailing.

**Section 3. Enforcement.** Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants and restrictions. The failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 4. Severability.** Invalidation of any one of these covenants or restrictions or any part, clause, or word thereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

**Section 5. Amendment.** In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges, and liens of this Declaration may be amended, changed, deleted, or added to at any time and from time-to-time upon the execution and recordation of an instrument executed by Developer alone for so long as it or its affiliates holds title to any Lot affected by this Declaration; or alternatively by approval at a meeting of Owners holding not less than 66 2/3% vote of the membership in the Association; provided, that so long as Developer or its affiliates is the Owner of any Lot affected by this Declaration, Developer's consent must be obtained if such amendment, in the sole opinion of Developer, affects its interest. In the event HLM Land Development, Inc. is not the Developer, no amendment may nevertheless be made which, in its opinion, adversely affects its interests (whether as an Owner, lessor, lessee, or mortgagee) without its consent. The foregoing sentence may not be amended.

**Section 6. Effective Date.** This Declaration shall become effective upon recordation in the Clay County, Florida Public Records.

**Section 7. Conflict.** This Declaration shall take precedence over conflicting provisions in the rules and regulations of the Association, the Articles of Incorporation, and By-Laws of the Association, and the Articles shall take precedence over the By-Laws.

**Section 8. Standards for Consent, Approval, Completion, Other Action, and Interpretation.** Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by Developer or its affiliates, the Association, or the Committee, such consent, approval, or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by Developer or its affiliates or the Association shall be deemed completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of Developer or the Association, as appropriate. This Declaration shall be interpreted by the Board, and an opinion of counsel to



the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of the interpretation.

**Section 9. Easements.** If the intended creation of any easement provided for in this Declaration fails by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold the easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement, and the Unit Owners hereby designate Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on the Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating the easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

**Section 10. CPI.** Whenever specific dollar amounts are mentioned in this Declaration (or in the Articles, By-Laws, or rules and regulations), unless limited or prohibited by law, such amounts will be increased from time-to-time by application of a nationally recognized consumer price index chosen by the Board using the date this Declaration is recorded as the base year. In the event no such consumer price index is available, the Board shall choose a reasonable alternative to compute the increases.

**Section 11. Administration by Developer.** Inasmuch as Developer contemplates that it will initially improve, manage, operate, maintain, and insure the Common Areas and generally administer the Properties in the manner provided in this Declaration, Developer shall be deemed to be vested with all of the rights and powers of the Association to do so until such time as Developer records a notice to the contrary in the Clay County, Florida Public Records, at which time the Association shall commence the exercise and performance of its rights, powers, and duties hereunder. Accordingly, until the notice is recorded, all references herein to the Association (including, without limitation, as to the levying and collection of assessments, architectural review and approval, maintenance of Common Areas, and enforcement of covenants, conditions, and restrictions) shall be deemed to refer to Developer. Notwithstanding any of the foregoing, however: (i) the recording of the notice shall not in any manner be deemed an abrogation, waiver, or impairment of any rights, benefits, powers, or privileges of Developer in its own right (as opposed to Developer acting in the place of the Association), and (ii) Developer's acting in the place of the Association shall in no manner be deemed to create or suggest any fiduciary relationship between Developer and any Owner (or any tenant, agent, guest, or invitee of Developer or any Owner), Developer being free to act in the aforesaid capacity in its sole discretion (albeit as provided in this Declaration).

**Section 12. Covenants Running With The Land.** ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF SECTION 1 HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY, AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, THAT THESE COVENANTS AND

RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTIES. WITHOUT LIMITING THE GENERALITY OF SECTION 4 HEREOF, IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER THAT WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment on the date first mentioned above.

DEVELOPER:

HLM LAND DEVELOPMENT, INC., a Florida corporation

*[Handwritten Signature]*

By: L. Ward Huntley, as President

Signed, sealed, and delivered in the presence of:

*[Handwritten Signature]*  
Witness

Date: 2/20/23

Print Name: Julie Cade

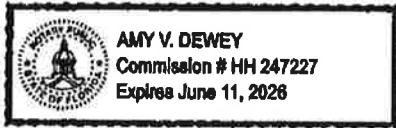
*[Handwritten Signature]*  
Witness

Date: 2-20-23

Print Name: Philly H. Parsons

STATE OF FL )  
)SS  
COUNTY OF CLAY )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2023 by means of [] physical presence or [] online notarization L Ward Huntley, the President of HLM LAND DEVELOPMENT, INC., a Florida corporation, on behalf of the corporation.



Amy V. Dewey  
 Print Name: Amy V. Dewey  
 NOTARY PUBLIC  
 Commission #: HH 247227  
 My Commission Expires: 06-11-2026  
 Personally Known:   
 or Produced I.D.: \_\_\_\_\_  
 [check one of the above]  
 Type of Identification Produced: \_\_\_\_\_

HLM INVESTMENTS LLC

[Signature]

By: L. Ward Huntley, as President of Louis L. Huntley Enterprises Inc.,  
the sole Member Manager of HLM Investments LLC

Signed, sealed, and delivered in the presence of:

Julie Cade  
Witness

Date: 2/20/23

Print Name: Julie Cade

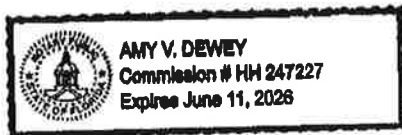
Phil Parsons

Date: 2-20-23

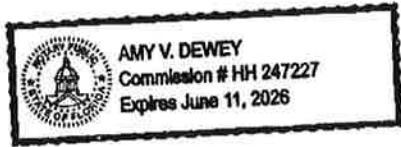
Witness  
Print Name: Phil Parsons

STATE OF FL )  
)SS  
COUNTY OF CLAY )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2023 by means of [] physical presence or [] online notarization I L Ward Huntley, the President of **HLM INVESTMENTS LLC**, a Florida limited liability company, on behalf of the company.



Amy V. Dewey  
Print Name: Amy V. Dewey



NOTARY PUBLIC  
 Commission #: HH 247227  
 My Commission Expires: 06-11-2026  
 Personally Known:   
 or Produced I.D.: \_\_\_\_\_  
 [check one of the above]  
 Type of Identification Produced: \_\_\_\_\_

LOUIS L. HUNTLEY ENTERPRISES, INC.

*[Handwritten Signature]*  
 By: L. Ward Huntley, as President

Signed, sealed, and delivered in the presence of:

*[Handwritten Signature]*  
 Witness  
 Print Name: Jesse Cyle

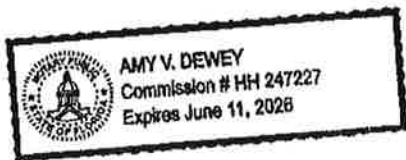
Date: 2/20/23

*[Handwritten Signature]*  
 Witness  
 Print Name: Phillip M. Parsons

Date: 2-20-23

STATE OF FL )  
 )SS  
 COUNTY OF CLAY )

The foregoing instrument was acknowledged before me this 20th day of February, 2023 by means of [] physical presence or [] online notarization  
L Ward Huntley, the President of **LOUIS L. HUNTLEY ENTERPRISES, INC.**, a Florida corporation, on behalf of the corporation.



*[Handwritten Signature]*  
 Print Name: Amy V Dewey  
 NOTARY PUBLIC  
 Commission #: HH247227

My Commission Expires: 06-30-2026  
Personally Known:   
or Produced I.D.: \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced: \_\_\_\_\_

**EXHIBIT "A"**

**A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Sections 39 and 46 and part of Lots 2, 3, 4, 5 and 6, Block 1, Gould T. Butlers survey of the Clinch Estate, according to plat recorded in Plat Book 1, pages 31 through 34 of the public records of said county, together with part of Block 3 and Lots 2, 3, 4, 5, 7, 8, 9, 10, 11, 12 and part of Lots 1, 6 and 13, Block 4, and part of Lots 5, 6, 7, 8 9 and 10, Block 1, according to plat of South Green Cove Springs, recorded in said records in Deed Book "Z", page 748, also part of Lightwood Avenue, part of River Road, part of Palmetto Street and Part of Chestnut Avenue, as shown on both of said plats, said parcel being more particularly described as follows:**

**Begin at the intersection of the southerly line of State Road No. 16 with the easterly line of State Road No. 15; thence on the southerly line of State Road No. 16, North 79 degrees 05 minutes 46 seconds East, 2,150.00 feet; thence South 27 degrees 10 minutes 14 seconds East, 1,072.54 feet; thence South 10 degrees 17 minutes 16 seconds West, 1,460.00 feet; thence North 89 degrees 32 minutes 05 seconds West, 2,201.92 feet; thence on the easterly line of State Road No. 15, North 10 degrees 18 minutes 05 seconds East, 243.41 feet; thence northerly 1,354.72 feet along the arc of a curve concave to the west and having a radius of 2,924.79 feet, said arc being a portion of the easterly line of State Road No. 15; thence continue along last said easterly line, North 16 degrees 14 minutes 14 seconds West, 401.87 feet to the point of beginning.**

**LESS AND EXCEPT THE FOLLOWING:**

**A strip of land 100 feet wide lying 50 feet on either side of the centerline of the ACL Railroad spur track as described in Official Records Book 75, page 87 of said public records.**

EXHIBIT "B"

OUT PARCEL

Legal description for HLM Investemnts, LLC

A parcel of land situated in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 3, 4 and 5, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the of the public records of said county, together with part of Lots 2, 3, 4 and 5, Block 4, South Green Coves Springs, according to map thereof recorded in Deed Book "Z", page 748 of said public records, and a portion of River Road as shown on said plats, said parcel being more particularly described as follows:

Commence at the intersection of the easterly right-of-way line of State Road No. 15 (U.S. Highway No. 17) with the southerly line of State Road No. 16; thence on said southerly line, North 79 degrees 05 minutes 46 seconds East, 678.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 370.00 feet to the point of beginning; thence continue South 10 degrees 54 minutes 14 seconds East, 398.00 feet; thence North 79 degrees 05 minutes 46 seconds East, 27.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 262.70 feet; thence North 79 degrees 05 minutes 46 seconds East, 918.22 feet; thence North 34 degrees 26 minutes 00 seconds East, 97.16 feet; thence North 10 degrees 54 minutes 14 seconds West, 258.24 feet; thence South 79 degrees 05 minutes 46 seconds West, 86.77 feet; thence North 10 degrees 54 minutes 14 seconds West, 379.17 feet; thence South 79 degrees 05 minutes 46 seconds West, 481.82 feet; thence South 10 degrees 54 minutes 14 seconds East, 45.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 445.74 feet to the point of beginning; being 15.0 acres, more or less, in area.

February 6, 2006

EXHIBIT "C"

Parcel 16

Legal description for HLM Investments, LLC

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Section 39, Gould T. Butlers survey of the Clinch Estate, according to plat recorded in Plat Book 1, pages 31 through 34 of the public records of said county together with Lots 10 and 11 and part of Lots 1, 2, 3, 4, 5, 8, 9, 12 and 13, Block 4, and part of Lots 5, 6, 7, 8 and 9, Block 1, according to plat of South Green Cove Springs, recorded in said public records in Deed Book "Z", page 748 and a part of Chestnut Avenue, as shown on said plat of South Green Cove Springs, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line North 79 degrees 05 minutes 46 seconds East, 2,150.00 feet; thence South 27 degrees 10 minutes 14 seconds East, 1,072.54 feet; thence South 10 degrees 17 minutes 16 seconds West, 1,460.00 feet; thence North 89 degrees 32 minutes 05 seconds West, 841.52 feet to the northwesterly line of those land described in Official Records Book 75, page 87 of said public records and the point of beginning; thence continue North 89 degrees 32 minutes 05 seconds West, 1360.40 feet to said east line of State Road No. 15; thence on said east line, North 10 degrees 18 minutes 05 seconds East, 243.41 feet; thence continue on said east line and along the arc of a curve concave westerly and having a radius of 2,924.79 feet, an arc distance of 442.64 feet, said arc being subtended by a chord bearing and distance of North 05 degrees 57 minutes 57 seconds East, 442.22 feet; thence South 89 degrees 32 minutes 05 seconds East, 280.58 feet; thence South 44 degrees 32 minutes 05 seconds East, 35.36 feet; thence South 00 degrees 27 minutes 35 seconds West, 10.00 feet; thence South 89 degrees 32 minutes 05 seconds East, 50.00 feet; thence North 00 degrees 27 minutes 55 seconds East, 322.29 feet; thence North 39 degrees 44 minutes 52 seconds East, 31.66 feet; thence North 79 degrees 01 minutes 50 seconds East, 1248.37 feet; thence South 11 degrees 57 minutes 09 seconds East, 586.64 feet to said northwesterly line of said lands described in Official Records Book 75, page 87; thence on said northwesterly line, South 34 degrees 26 minutes 00 seconds West, 803.48 feet to the point of beginning; being 37.12 acres, more or less, in area.



March 2, 2006

EXHIBIT "D-1"

Legal description for HLM Investments, LLC

Parcel 1

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 1 and 13, Block 4, South Green Cove Springs, according to plat thereof recorded in Deed Book "Z", page 748, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said east line, run the following 5 courses: (1) South 16 degrees 14 minutes 14 seconds East, 401.85; (2) southerly along the arc of a curve concave westerly and having a radius of 2924.79 feet, and arc distance of 56.31 feet, said arc being subtended by a chord bearing and distance of South 15 degrees 41 minutes 08 seconds East, 56.31 feet; (3) continue southerly along said arc of curve, an arc distance of 80.0 feet, said arc being subtended by a chord bearing and distance of South 14 degrees 21 minutes 02 seconds East, 80.00 feet; (4) continue southerly along said arc of curve, an arc distance of 237.83 feet, said arc being subtended by a chord bearing and distance of South 11 degrees 14 minutes 15 seconds East, 237.76 feet; (5) continue southerly along said arc of curve and arc distance of 202.52 feet to the point of beginning, said arc being subtended by a chord bearing and distance of South 06 degrees 55 minutes 27 seconds East, 202.48 feet; thence South 89 degrees 32 minutes 05 seconds East, 317.97 feet; thence southerly along the arc of a curve concave westerly and having a radius of 505.0 feet, an arc distance of 4.19 feet, said arc being subtended by a chord bearing and distance of South 00 degrees 13 minutes 39 seconds West, 4.19 feet; thence South 00 degrees 27 minutes 55 seconds West, 215.81 feet; thence southwesterly along the arc of a curve concave northwesterly and having a radius of 25.0 feet, an arc distance of 39.27 feet, said arc being subtended by a chord bearing and distance of South 45 degrees 27 minutes 55 seconds West, 35.36 feet; thence North 89 degrees 32 minutes 05 seconds West, 280.14 feet to said easterly line of State Road No. 15; thence northerly along said easterly line and along the arc of a curve concave westerly and having a radius of 2924.79 feet, an arc distance of 245.41 feet to the point of beginning, said arc being subtended by a chord bearing of North 02 degrees 32 minutes 12 seconds West, 245.34 feet; being 1.74 acres, more or less, in area.

C:\My Files\L3030638-16.wpd

March 2, 2006

EXHIBIT "D-2"

Legal description for HLM Investments, LLC

Parcel 2

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 1 and 16, Block 4, South Green Cove Springs, according to plat thereof recorded in Deed Book "Z", page 748, together with a portion of Palmetto Street, as shown Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of said public records, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said east line, run the following 4 courses: (1) South 16 degrees 14 minutes 14 seconds East, 401.85; (2) southerly along the arc of a curve concave westerly and having a radius of 2924.79 feet, and arc distance of 56.31 feet, said arc being subtended by a chord bearing and distance of South 15 degrees 41 minutes 08 seconds East, 56.31 feet; (3) continue southerly along said arc of curve, an arc distance of 80.0 feet, said arc being subtended by a chord bearing and distance of South 14 degrees 21 minutes 02 seconds East, 80.00 feet; (4) continue southerly along said arc of curve, an arc distance of 237.83 feet to the point of beginning, said arc being subtended by a chord bearing and distance of South 11 degrees 14 minutes 15 seconds East, 237.76 feet; thence North 79 degrees 05 minutes 46 seconds East, 306.77 feet; thence South 10 degrees 54 minutes 14 seconds East, 169.24 feet; thence southerly along the arc of a curve concave westerly and having a radius of 505.00 feet, an arc distance of 96.01 feet, said arc being subtended by a chord bearing and distance of South 05 degrees 27 minutes 26 seconds East, 95.87 feet; thence North 89 degrees 32 minutes 05 seconds West, 317.97 feet to said easterly line of State Road No. 15; thence northerly along said easterly line and along the arc of a curve concave westerly and having a radius of 2924.79 feet, an arc distance of 202.52 feet to the point of beginning, said arc being subtended by a chord bearing of North 06 degrees 55 minutes 27 seconds West, 202.48 feet; being 1.68 acres, more or less, in area.

C:\My Files\LJ030638-17.wpd

March 2, 2006

## EXHIBIT "D-3"

## Legal description for HLM Investments, LLC

## Parcel 3

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Section 46, a part of Block 3, and a part of Lots 2 and 3, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, and a part of Lots 1 and 16, Block 4, South Green Cove Springs, according to plat thereof recorded in Deed Book "Z", page 748, together with a portion of Palmetto Street and a portion of River Road as shown on said plat, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said east line, run the following 3 courses: (1) South 16 degrees 14 minutes 14 seconds East, 401.85 feet; (2) southerly along the arc of a curve concave westerly and having a radius of 2924.79 feet, and arc distance of 56.31 feet, said arc being subtended by a chord bearing and distance of South 15 degrees 41 minutes 08 seconds East, 56.31 feet; (3) continue southerly along said arc of curve, an arc distance of 80.0 feet to the point of beginning, said arc being subtended by a chord bearing and distance of South 14 degrees 21 minutes 02 seconds East, 80.00 feet; thence North 75 degrees 38 minutes 58 seconds East, 61.50 feet; thence northeasterly along the arc of a curve concave southeasterly and having a radius of 1960 feet, an arc distance of 117.90 feet, said arc being subtended by a chord bearing and distance of North 77 degrees 22 minutes 22 seconds East, 117.89 feet; thence North 79 degrees 05 minutes 46 seconds East, 103.94 feet; thence southeasterly along the arc of a curve concave southwesterly and having a radius of 25.0 feet, an arc distance of 39.27 feet, said arc being subtended by a chord bearing and distance of South 55 degrees 54 minutes 14 seconds East, 35.36 feet; thence South 10 degrees 54 minutes 14 seconds East, 220.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 306.77 feet to said easterly line of State Road No. 15; thence northerly along said easterly line and along the arc of a curve concave westerly and having a radius of 2924.79 feet, an arc distance of 237.83 feet to the point of beginning, said arc being subtended by a chord bearing of North 11 degrees 14 minutes 15 seconds West, 237.76 feet; being 1.71 acres, more or less, in area.

C:\My Files\1303063B-18.wpd

March 2, 2006

EXHIBIT "D-4"

Legal description for HLM Investments, LLC

Parcel 4

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 2 and 3, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said east line, South 16 degrees 14 minutes 14 seconds East, 238.16 feet to the point of beginning; thence North 73 degrees 45 minutes 46 seconds East, 259.00 feet; thence South 57 degrees 34 minutes 37 seconds East, 161.17 feet; thence southwesterly along the arc of a curve concave southeasterly and having a radius of 155.0 feet, an arc distance of 111.90 feet; said arc being subtended by a chord bearing and distance of South 11 degrees 44 minutes 25 seconds West, 109.49 feet; thence southwesterly along the arc of a curve concave northwesterly and having a radius of 25.0 feet, an arc distance of 38.41 feet, said arc being subtended by a chord bearing and distance of South 35 degrees 04 minutes 37 seconds West, 34.74 feet; thence South 79 degrees 05 minutes 46 seconds West, 104.05 feet; thence southwesterly along the arc of a curve concave southeasterly and having a radius of 2040 feet, an arc distance of 122.70 feet, said arc being subtended by a chord bearing and distance of South 77 degrees 22 minutes 22 seconds West, 122.70 feet; thence South 75 degrees 38 minutes 58 seconds West, 61.50 feet to said east line of State Road No. 15; thence northwesterly along said east line and along the arc of a curve concave southwesterly and having a radius of 2924.79 feet, an arc distance of 56.31 feet, said arc being subtended by a chord bearing and distance of North 15 degrees 41 minutes 08 seconds West, 56.31 feet; thence continue along said east line, North 16 degrees 14 minutes 14 seconds West, 163.69 feet to the point of beginning; being 1.68 acres, more or less, in area.

C:\My Files\L3030638-19.wpd

March 2, 2006

EXHIBIT "D-5"

Legal description for HLM Investments, LLC

Parcel 5

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lot 3, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 280.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 220.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 253.44 feet; thence southwesterly along the arc of a curve concave northwesterly and having a radius of 25.0 feet, an arc distance of 34.38 feet; said arc being subtended by a chord bearing and distance of South 28 degrees 29 minutes 24 seconds West, 31.73 feet; thence southwesterly along the arc of a curve concave southeasterly and having a radius of 155.0 feet, an arc distance of 95.93 feet, said arc being subtended by a chord bearing and distance of South 50 degrees 09 minutes 12 seconds West, 94.41 feet; thence North 57 degrees 34 minutes 37 seconds West, 161.17 feet; thence North 10 degrees 54 minutes 14 seconds West, 213.05 feet to the point of beginning; being 1.41 acres, more or less, in area.

March 2, 2006

EXHIBIT "D-6"

Legal description for HLM Investments, LLC

Parcel 6

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lot 3, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 560.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 240.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 275.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 215.00 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 25.0 feet, an arc distance of 39.27 feet; said arc being subtended by a chord bearing and distance of North 55 degrees 54 minutes 14 seconds West, 35.36 feet; thence North 10 degrees 54 minutes 14 seconds West, 250.00 feet to the point of beginning; being 1.51 acres, more or less, in area.

March 2, 2006

EXHIBIT "D-7"

Legal description for HLM Investments, LLC

Parcel 7

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 3 and 4, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 800.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 240.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 275.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 240.00 feet; thence North 10 degrees 54 minutes 14 seconds West, 275.00 feet to the point of beginning; being 1.52 acres, more or less, in area.

EXHIBIT "D-8"

March 2, 2006

**Legal description for HLM Investments, LLC**

**Parcel 8**

**A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lot 4, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:**

**Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 1040.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 210.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 250.00 feet; thence southwesterly along the arc of a curve concave northwesterly and having a radius of 25.0 feet, an arc distance of 39.27, said arc being subtended by a chord bearing and distance of South 34 degrees 05 minutes 46 seconds West, 35.36 feet; thence South 79 degrees 05 minutes 46 seconds West, 185.00 feet; thence North 10 degrees 54 minutes 14 seconds West, 275.00 feet to the point of beginning; being 1.32 acres, more or less, in area.**

C:\My Files\130\10638-4.wpd



March 2, 2006

EXHIBIT "D-9"

**Legal description for HLM Investments, LLC**

**Parcel 9**

**A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lot 4, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:**

**Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 1330.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 175.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 275.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 150.00 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 25.0 feet, an arc distance of 39.27, said arc being subtended by a chord bearing and distance of North 55 degrees 54 minutes 14 seconds West, 35.36 feet; thence North 10 degrees 54 minutes 14 seconds West, 250.00 feet to the point of beginning; being 1.10 acres, more or less, in area.**

March 2, 2006

EXHIBIT "D-10"

Legal description for HLM Investments, LLC

Parcel 10

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 4 and 5, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 1505.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 175.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 275.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 175.00 feet; thence North 10 degrees 54 minutes 14 seconds West, 275.00 feet to the point of beginning; being 1.10 acres, more or less, in area.

March 2, 2006

EXHIBIT "D-11"

**Legal description for HLM Investments, LLC**

**Parcel 11**

**A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lot 5, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:**

**Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 1680.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 175.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 275.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 175.00 feet; thence North 10 degrees 54 minutes 14 seconds West, 275.00 feet to the point of beginning; being 1.10 acres, more or less, in area.**

March 2, 2006

EXHIBIT "D-12"

Legal description for HLM Investments, LLC

Parcel 12

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 5 and 6, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 2150.00 feet; thence South 27 degrees 10 minutes 14 seconds East, 338.56 feet to the point of beginning; thence continue South 27 degrees 10 minutes 14 seconds East, 312.51; thence South 79 degrees 05 minutes 46 seconds West, 573.71 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 350.0 feet, and arc distance of 128.89 feet, said arc being subtended by a chord bearing and distance of North 22 degrees 30 minutes 07 seconds West, 128.16 feet; thence North 11 degrees 57 minutes 09 seconds West, 143.93 feet; thence northeasterly along the arc of a curve concave southeasterly and having a radius of 30.0 feet, an arc distance of 47.67 feet, said arc being subtended by a chord bearing and distance of North 33 degrees 34 minutes 18 seconds East, 42.81 feet; thence North 79 degrees 05 minutes 46 seconds East, 484.58 feet to the point of beginning; being 3.80 acres, more or less, in area.

March 2, 2006

EXHIBIT "D-13"

**Legal description for HLM Investments, LLC****Parcel 13**

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 5 and 6, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, together with a part of Lots 5 and 6, Block 4, according to plat of South Green Cove Springs, recorded in said public records in Deed Book "Z", page 748, together with a part of River Road and a part of Lightwood Avenue as shown on said plats, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 2150.00 feet; thence South 27 degrees 10 minutes 14 seconds East, 651.07 feet to the point of beginning; thence continue South 27 degrees 10 minutes 14 seconds East, 307.02 to the northwesterly line of those lands described in Official Records Book 75, page 87 of said public records; thence on said northwesterly line, South 34 degrees 26 minutes 00 seconds West, 146.84 feet; thence westerly along the arc of a curve concave southerly and having a radius of 100.0 feet, an arc distance of 2.99 feet, said arc being subtended by a chord bearing and distance of South 80 degrees 12 minutes 40 seconds West, 2.99 feet; thence South 79 degrees 01 minutes 50 seconds West, 438.75 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 25.0 feet, and arc distance of 43.62 feet, said arc being subtended by a chord bearing and distance of North 50 degrees 59 minutes 09 seconds West, 38.29 feet; thence northwesterly along the arc of a curve concave southwesterly and having a radius of 450.0 feet, an arc distance of 328.92 feet, said arc being subtended by a chord bearing and distance of North 21 degrees 56 minutes 31 seconds West, 321.65 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 350.0 feet, an arc distance of 60.05 feet, said arc being subtended by a chord bearing and distance of North 37 degrees 58 minutes 00 seconds West, 59.98 feet; thence North 79 degrees 05 minutes 46 seconds East, 573.71 feet to the point of beginning; being 4.97 acres, more or less, in area.

C:\My Files\L3030638-9.wpd

March 2, 2006

EXHIBIT "D-14"

Legal description for HLM Investments, LLC

Parcel 14

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Section 39, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, together with a part of Lots 5 and 6, Block 4, according to plat of South Green Cove Springs, recorded in said public records in Deed Book "Z", page 748, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 2150.00 feet; thence South 27 degrees 10 minutes 14 seconds East, 958.09 feet to the northwesterly line of those lands described in Official Records Book 75, page 87 of said public records; thence on said northwesterly line, South 34 degrees 26 minutes 00 seconds West, 217.99 feet to the point of beginning; thence continue South 34 degrees 26 minutes 00 seconds West, 766.35 feet; thence North 11 degrees 57 minutes 09 seconds West, 538.15 feet; thence North 79 degrees 01 minutes 50 seconds East, 554.92 feet to the point of beginning; being 3.43 acres, more or less, in area.

March 30, 2006

EXHIBIT "D-15"

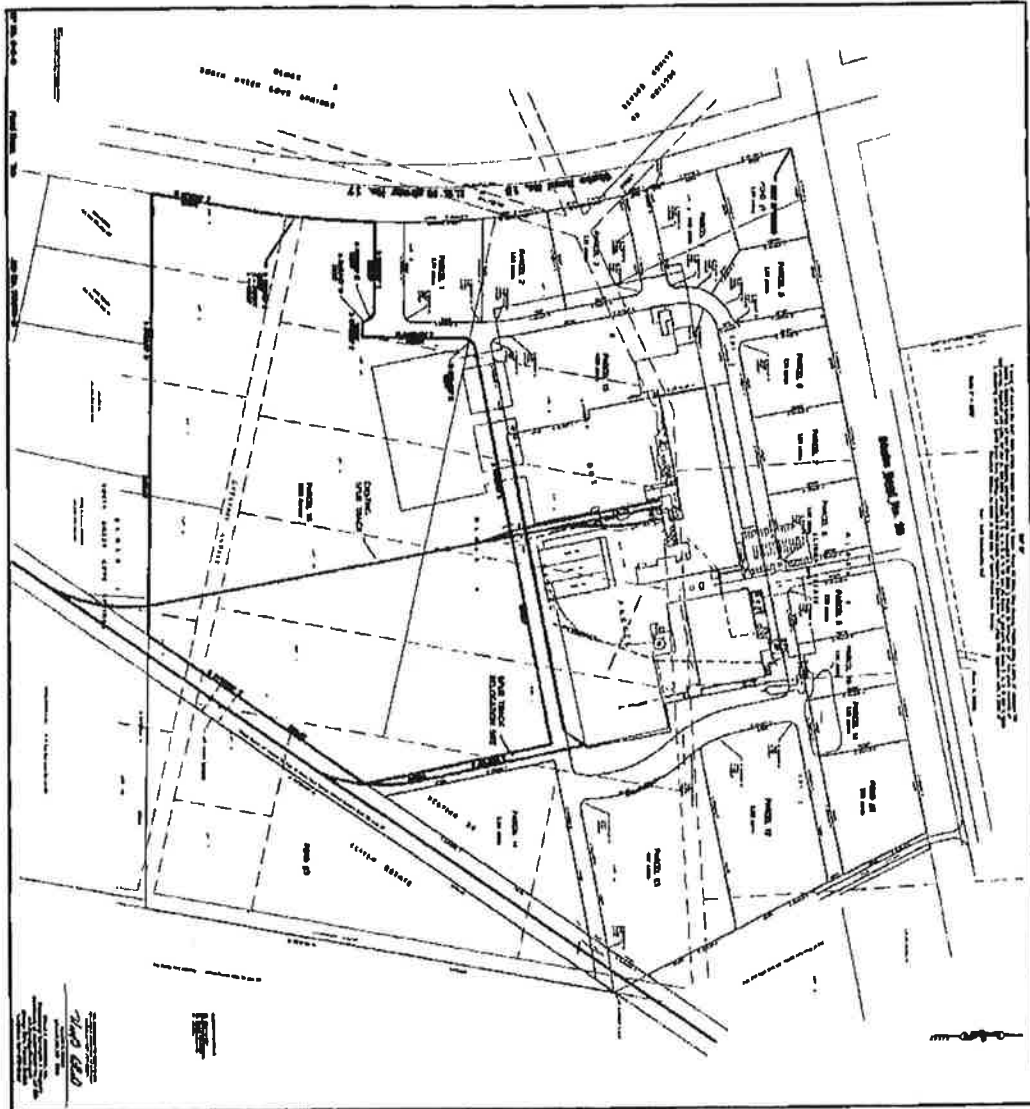
**Legal description for HLM Investments, LLC****Parcel 15**

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lot 3, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, and a part of Lots 1 and 2, Block 4, South Green Cove Springs, according to plat thereof recorded in Deed Book "Z", page 748, together with a portion of River Road as shown on said plat of the Clinch Estate, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 500.01 feet; thence South 10 degrees 54 minutes 14 seconds East, 253.44 feet; thence South 18 degrees 51 minutes 31 seconds East, 72.26 feet to the point of beginning; thence North 79 degrees 05 minutes 46 seconds East, 167.99 feet; thence South 10 degrees 54 minutes 14 seconds East, 443.00' thence North 79 degrees 05 minutes 46 seconds East, 27.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 256.74 feet; thence South 79 degrees 01 minutes 50 seconds West, 277.76 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 25.0 feet, and arc distance of 41.76 feet, said arc being subtended by a chord bearing and distance of North 53 degrees 07 minutes 04 seconds West, 37.07 feet; thence northerly along the arc of a curve concave westerly and having a radius of 555.0 feet, an arc distance of 54.61 feet, said arc being subtended by a chord bearing and distance of North 08 degrees 05 minutes 06 seconds West, 54.59 feet; thence North 10 degrees 54 minutes 14 seconds West, 513.08 feet; thence northeasterly along the arc of a curve concave southeasterly and having a radius of 105.0 feet, an arc distance of 64.93 feet to the point of beginning, said arc being subtended by a chord bearing and distance of North 34 degrees 05 minutes 46 seconds East, 148.49 feet; being 4.50 acres, more or less, in area.

C:\My Files\130\30638-20.wpd

EXHIBIT "E"





**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Secretary



# FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, FL 32399-2400

Mr. Ward L. Huntley  
Louis L. Huntley Enterprises, Inc.  
Managing Member HLM Investments, LLC  
1890 Kingsley Avenue, Suite 102  
Orange Park, Florida 32078

Subject: **Conditional Site Rehabilitation Completion Order (CSRCO)**  
HLM Investments, LLC Property, Formerly known as "J-M Manufacturing Plant"  
965 State Road 16  
Green Cove Springs, Clay County  
DEP Site ID # ERIC\_12501 (Formerly COM\_65245)  
OGC Case No. 18-1053

Dear Mr. Huntley:

The District and Business Support Program of the Florida Department of Environmental Protection (DEP or Department) has reviewed the Summary Document and Site Rehabilitation Completion Report (SRCR), dated July 2017, and additional information reports dated from August 2017 to January 23, 2018 for HLM Investments, LLC Property, formerly known as "J-M Manufacturing Plant", for the Chlorinated Volatile Organic Compound discharge[s]. Maps showing the location of the HLM Investments, LLC Property and the location of the "contaminated site" (i.e., contaminant plume) for which this Order is being issued are attached as Exhibits 1 and 2 and are incorporated by reference herein. Failure to comply with the provisions of this Order is a violation of section 376.302, Florida Statutes (F.S.). The contaminated site includes the following parcels or parts of parcels Leonard C Taylor Parkway, Green Cove Springs, FL, Parcel IDs 38-06-26-016451-003-00, and 965 Leonard C Taylor Parkway, Green Cove Springs, FL, Parcel ID 38-06-26-016451-000-00.

The contamination, which resulted from a discharge that was discovered on March 13, 2015, consisted of chlorinated solvents and their degradation compounds (1,1,1-trichloroethane, perchloroethylene, trichloroethylene, cis-1,2-dichloroethylene, 1,1-dichloroethane, and vinyl chloride). The discharge resulted from improper disposal/dumping of spent solvents used to clean polyvinyl chloride pipe prior to printing and improper disposal of drums containing waste material of an unknown origin. The Summary Document and SRCR is supported by other submittals, prepared pursuant to the requirements of Chapter 62-780, Florida Administrative Code (F.A.C.), which can be found in DEP document repository, Oculus at: [https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC\\_12501/facility!search](https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC_12501/facility!search).

Mr. Ward L. Huntley  
DEP Site ID # ERIC\_12501  
Page 2 of 8  
August 4, 2022

This Order is not applicable to the arsenic contamination in groundwater discovered in January 2009 sourced from the U.S. Waste Logistics waste cleanup site, DEP site IDs: ERIC\_6880; STCM 9814212; BF 100501004; conditionally closed on February 26, 2016.

Based on the documentation submitted with the Summary Document and SRCR, dated July 2017, and other documents, the criteria in Chapter 62-780, F.A.C., have been met, including the commitments set forth in the technical submittals. The document attached as Exhibit 2 for contaminants remaining at the contaminated site detail the conditions for this contaminated site. Contaminants remaining at the contaminated site are limited to groundwater. Therefore, you have satisfied the site rehabilitation requirements for the contaminated site and are released from any further obligation to conduct site rehabilitation at the contaminated site, except as set forth below. See attached table (Exhibit 3), incorporated by reference herein, which includes information regarding the contaminants; affected media; applicable cleanup target levels established for the contaminated site that is the subject of this Order.

The following, including this Order, establish the institutional controls for the contaminated site and any change to the risk of exposure to any contamination or destabilization of any groundwater contamination that results from either failing to comply with the institutional controls or any change, amendment, revocation, or repeal of the institutional controls will result in the revocation of this Order.

St. Johns River Water Management District (SJRWMD) Shape File and ePermit Procedure Institutional Control (IC). The Department will rely upon the delegation, pursuant to Section 373.308 F.S., to the Water Management District (WMD) to implement a program for the issuance of permits for the location, construction, repair and abandonment of water wells and the implementation of a shared electronic record system with the Department and the appropriate WMD, which will document the location and extent of groundwater contamination for use in processing well construction permit applications to ensure that no contaminant exposure from using the groundwater as a potable drinking water source or using for irrigation or other non-potable water uses resulting in risk to human health, public safety or the environment will occur due to this contaminated site. As such, the Person Responsible for Site Rehabilitation (“PRSR”) must notify the Department if the PRSR becomes aware of the repeal or amendment of the WMD IC, or if a violation occurs at the contaminated site subject to this groundwater use IC such that the potential for exposure to contaminants resulting in risk to human health, public safety, and/or the environment is increased. Any violation of or change to the WMD IC or failure to notify the Department of such violation or change may, in addition to other remedies available at law, result in proceedings to revoke this Order and require the immediate resumption of active cleanup or require that other approved ICs be implemented, unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved.

Dewatering. DEP will rely on Rule 62-621.300, F.A.C., and the guidance incorporated therein to ensure that no exposure to contaminated groundwater resulting in risk to human health, public safety or the environment will occur due to dewatering activities on the contaminated site. DEP Rule 62-621.300, F.A.C., requires a permit when conducting dewatering in the area of a contaminated site. Any person intending to conduct dewatering within the restricted area must submit to DEP DWM a dewatering plan signed and sealed by a Florida-registered professional engineer or Florida-registered professional geologist that ensures the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated to avoid adversely impacting or increasing the potential for exposure to contaminants resulting in risk to human health, public safety or the environment. The plan must include the location(s) of the dewatering activity and the effluent disposal area(s) relative to known areas of groundwater contamination, proposed flow rate, duration, volume, estimated drawdown, (based upon design calculations), a technical evaluation demonstrating that the dewatering will not cause the migration of contamination and procedures for proper characterization, treatment, handling and disposal of any contaminated groundwater that may be encountered during dewatering. DEP DWM will keep the plan in the site file as documentation of site conditions and will rely on this professional certification for demonstrating compliance with this restriction. The PRSR is advised that other federal, state, or local laws and regulations may apply to this activity. A copy of all permits obtained for the implementation of dewatering must be provided along with the plan submitted to DEP's DWM. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, DEP, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any dewatering activities are commenced without submittal of such a plan. See attached and incorporated by reference Exhibit 4.

Stormwater features. DEP will rely on a plan signed and sealed by a Florida-registered professional engineer or Florida-registered professional geologist to construct new or modify existing stormwater features to ensure that there is no exposure to contaminated groundwater entering into new or expanded stormwater features resulting in risk to human health, public safety or the environment due to the contaminated site. The plan must include the feature location, construction and design specifications relative to known areas of soil and groundwater contamination, and a technical evaluation (including calculations, fate and transport modeling, as applicable) to demonstrate that the new stormwater facilities will not cause the migration of contamination. The plan shall also outline the procedures for proper characterization, handling and disposal of any contaminated media that may be encountered during construction. DEP DWM will keep the plan in the site file as documentation of site conditions and will rely on this professional certification for demonstrating compliance with this restriction. The PRSR is advised that other federal, state, or local laws and regulations may apply to this activity. A copy of all permits obtained for the implementation of dewatering must be provided along with the plan submitted to DEP's DWM. Construction of stormwater

swales, stormwater detention or retention features, or ditches on the contaminated site subject to these restrictions could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, parties seeking to construct stormwater features on the contaminated site subject to these restrictions must submit the above plan to DEP in addition to obtaining any authorizations that may be required by DEP's Division of Water Resource Management, the Water Management District or other federal, state, or local laws and regulations that may apply to this activity. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, DEP, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any such stormwater features are constructed or commenced without submittal of such a plan. See attached and incorporated by reference Exhibit 4.

**Removal of controls.** Where the institutional control is a restrictive covenant, if the current or future real property owner of the contaminated site proposes to remove it, the real property owner shall obtain prior written approval from DEP. For all types of institutional controls, the removal of the controls shall be accompanied by the immediate resumption of site rehabilitation or implementation of other approved controls, unless it is demonstrated to DEP that the criteria of Subsection 62-780.680(1), F.A.C., are met.

**Well abandonment.** Within 60 days of receipt of this Order, HLM Investments, LLC, is required to properly plug and abandon all monitoring wells, injection wells, extraction wells and sparge wells unless these wells are otherwise required for compliance with a local ordinance, a DEP rule or another cleanup. The wells must be plugged and abandoned in accordance with the requirements of Subsection 62-532.500(5), F.A.C. A Well Plugging Report shall be submitted to DEP within 30 days of well plugging.

Future owners and users of the contaminated site should be made aware of the existence and contents of this Order. Additionally, information about the contaminated site will be maintained on the Institutional Controls Registry at <https://floridadep.gov/waste/waste/content/institutional-controls-registry-guidance>

Further, in accordance with Section 376.30701(4), F.S., upon completion of site rehabilitation, additional site rehabilitation is not required unless it is demonstrated that:

- (a) Fraud was committed in demonstrating site conditions or completion of site rehabilitation;
- (b) New information confirms the existence of an area of previously unknown contamination which exceeds the site-specific rehabilitation levels established in accordance with Section 376.30701(2), F.S., or which otherwise poses the threat of real and substantial harm to public health, safety, or the environment;

- (c) The remediation efforts failed to achieve the site rehabilitation criteria established under this section;
- (d) The level of risk is increased beyond the acceptable risk established under Section 376.30701(2), F.S., due to substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use. Any person who changes the land use of the site, thereby causing the level of risk to increase beyond the acceptable risk level, may be required by DEP to undertake additional remediation measures to ensure that human health, public safety, and the environment are protected consistent with Section 376.30701, F.S.; or
- (e) A new discharge of pollutants or hazardous substances occurs at the site subsequent to the issuance of this Order.

## NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

### Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;

Mr. Ward L. Huntley  
DEP Site ID # ERIC\_12501  
Page 6 of 8  
August 4, 2022

- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@FloridaDEP.gov](mailto:Agency_Clerk@FloridaDEP.gov). Also, a copy of the petition shall be mailed to the addressee of this order at the address indicated above at the time of filing.

#### Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the addressee of this order must be filed within **21** days of receipt of this written notice. Petitions filed by any persons other than the addressee of this order must be filed within **21** days of publication of the notice or within **21** days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a), F.A.C.

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

#### Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@FloridaDEP.gov](mailto:Agency_Clerk@FloridaDEP.gov), before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mr. Ward L. Huntley  
 DEP Site ID # ERIC\_12501  
 Page 7 of 8  
 August 4, 2022

### Mediation

Mediation is not available in this proceeding.

### Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.


### Questions

Any questions regarding DEP's review of your Conditional Site Rehabilitation Completion Order should be directed to Brian Dougherty at 850-245-7503 or [Brian.Dougherty@FloridaDEP.gov](mailto:Brian.Dougherty@FloridaDEP.gov). Questions regarding legal issues should be referred to DEP Office of General Counsel at 850-245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

### **EXECUTION AND CLERKING**

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

**Tim J. Bahr**  Digitally signed  
 by Tim J. Bahr  
 Date: 2022.08.04  
 09:24:15 -04'00', Tim J. Bahr, P.G.

Director  
 Division of Waste Management

[TB]/[bd]

### **CERTIFICATE OF SERVICE**

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:  
 HLM Investments, LLC, 1890 Kingsley Ave, Orange Park, FL 32073  
 Louis L. Huntley Enterprises, Inc, 1890 Kingsley Ave, Orange Park, FL 32073  
 Valley National Bank, Attn: Matt Greene, President, 10739 Deerwood Park Blvd, Suite 100,  
 Jacksonville, FL 32256, via e-mail at [mgreene@valley.com](mailto:mgreene@valley.com)

Mr. Ward L. Huntley  
 DEP Site ID # ERIC\_12501  
 Page 8 of 8  
 August 4, 2022

Allstar Building Materials Ltd., c/o Smith, Husley & Busey, 225 Water Street, Suite 1800,  
 Jacksonville, FL 32202  
 RAX Co., 50 N. Laura St., Suite 3300, Jacksonville, FL 32302  
 Green Cove Springs Town Center South Maintenance Association, Inc., c/o Head, Moss, Fulton  
 & Griffin PA, 1530 Business Center Dr., Suite 4, Fleming Island, FL 32003  
 Clay County, Attn: Stephanie C. Kopelousos, County Manager, P.O. Box 1366, Green Cove  
 Springs, FL 32043  
 City of Green Cove Springs, Attn: Steve Kennedy, City Manager, City Hall-2<sup>nd</sup> Floor, 321  
 Walnut Street, Green Cove Springs, FL 32043  
 St. Johns River Water Management District – Wesley A. Curtis, [Wcurtis@sjrwmd.com](mailto:Wcurtis@sjrwmd.com)

#### **FILING AND ACKNOWLEDGMENT**

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk,  
 receipt of which is hereby acknowledged.

Judith Pennington Digitally signed by Judith  
 Pennington  
 Date: 2022.08.04 11:40:57 -04'00'  
 Clerk **Date**

ec:

DEP Northeast District – Brian Durden, [Brian.Durden@FloridaDEP.gov](mailto:Brian.Durden@FloridaDEP.gov)]  
 DEP District and Business Support Program – Brian Dougherty, [Brian.Dougherty@FloridaDEP.gov](mailto:Brian.Dougherty@FloridaDEP.gov)  
 OGC IC Research Assistant– Jordan Bennett, [Jordan.R.Bennett@FloridaDEP.gov](mailto:Jordan.R.Bennett@FloridaDEP.gov)  
 Steinmeyer Fiveash, LLP – John L. Fiveash, [jlf@steinmeyerfiveash.com](mailto:jlf@steinmeyerfiveash.com)  
 Institutional Control Registry, [DWM\\_ERIC\\_IC@FloridaDEP.gov](mailto:DWM_ERIC_IC@FloridaDEP.gov)  
 FILE

Enclosures (Exhibits 1, 2, 3 and 4)  
 Exhibit 1 – Facility Location Map  
 Exhibit 2 –Contaminated Site  
 Exhibit 3 – Tables  
 Exhibit 4 – SJRWMD Shape File

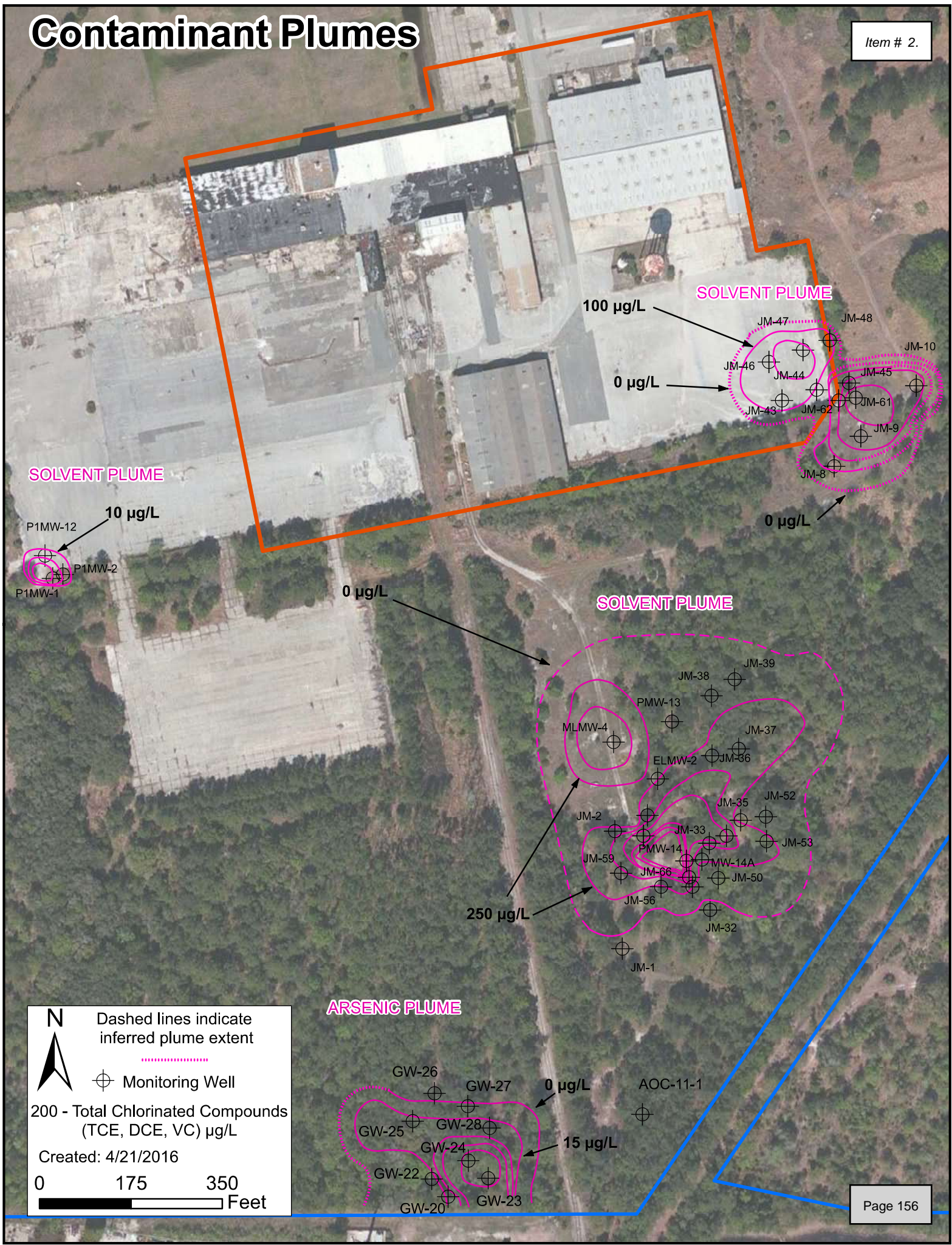


**Exhibit 1**  
Facility Location Map



Exhibit 2  
Contaminated Site Map

# Contaminant Plumes



SOLVENT PLUME

SOLVENT PLUME

SOLVENT PLUME

ARSENIC PLUME

**N** Dashed lines indicate inferred plume extent

Monitoring Well

200 - Total Chlorinated Compounds (TCE, DCE, VC) µg/L

Created: 4/21/2016

0 175 350 Feet

Exhibit 3  
Tables

NLMW-1

	Units	Apr-05	May-05	May-05	Oct-05	Nov-05	Jan-06	Jan-06	Apr-06	Jun-06	Oct-06	Jan-07	Mar-07
<b>Total VOC's</b>	ug/L	84	11	27	1	24	12	0	34	63	7	19	
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
1,1-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
1,1-Dichloroethene	ug/L	2	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
t-1,2-Dichloroethene	ug/L	53	8	9	1	22	11.1	BDL	33.9	60.8	1.1	6.6	
c-1,2-Dichloroethene	ug/L	11	BDL	5	BDL	BDL	BDL	BDL	BDL	0.3	BDL	BDL	
Tetrachloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
1,1,1-Trichloroethane	ug/L	18	3	13	BDL	2	BDL	BDL	BDL	0.4	BDL	BDL	
Trichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	1.14	BDL	BDL	BDL	BDL	BDL	
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	

NLMW-1

	Units	Jun-07	Sep-07	Dec-07	Mar-08	Jun-08	Sep-09	Jan-10
<b>Total VOC's</b>	ug/L	30	31	6	1	0	3	4
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL
t-1,2-Dichloroethene	ug/L	BDL	0.38	BDL	BDL	BDL	BDL	BDL
c-1,2-Dichloroethene	ug/L	30.3	30	5.5	1.4	BDL	2.4	4.2
Tetrachloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	BDL	0.34	BDL	BDL	BDL	0.63	BDL

**MLMW-4**

Analyte	Date	Apr-05	May-05	May-05	Oct-05	Nov-05	Jan-06	Jun-06	Oct-06	Jan-07	Mar-07	Jun-07
Total VOC's	ug/L	5523	49	74	995	1496	81	6833	15323	10136	7378	8077
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	62	BDL	BDL	26	18	BDL	BDL	BDL	148	BDL	259
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	44
1,1-Dichloroethane	ug/L	3500	BDL	BDL	630	980	2.2	4290	10100	6280	4560	4870
1,2-Dichloroethane	ug/L	11	BDL	BDL	BDL	BDL	BDL	BDL	29	32	BDL	BDL
1,1-Dichloroethene	ug/L	10	BDL	BDL	BDL	BDL	BDL	50.5	34.5	29.5	BDL	21.5
t-1,2-Dichloroethene	ug/L	55	2	3	BDL	7	3.9	24.5	63.5	39	BDL	BDL
c-1,2-Dichloroethene	ug/L	1600	46	69	280	390	73.4	1810	4340	2800	2400	2360
Tetrachloroethene	ug/L	110	BDL	BDL	24	60	BDL	326	276	290	112	126
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	122	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	170	BDL	BDL	35	41	BDL	210	480	517	306	396
Vinyl Chloride	ug/L	5	1	2	BDL	BDL	1.2	BDL	BDL	BDL	BDL	BDL

**MLMW-4**

Analyte	Date	Sep-07	Dec-07	Mar-08	Oct-08	May-09	Sep-09	Jan-10	Apr-10	Jul-10	Oct-10	Jan-11	Apr-11	Jul-11	Oct-11	Dec-11
Total VOC's	ug/L	7192	4540	2644	2260	2761	1449	39	378	892	1291	1401	95	3194	123	608
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	91	BDL	36	BDL	96	160	BDL	8.1	15	23	28	BDL	49.8	1.39	9.4
Chloroform	ug/L	29	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	4100	2600	1600	1400	1600	670	39	240	500	730	800	50	1890	42.7	400
1,2-Dichloroethane	ug/L	BDL	BDL	5.6	BDL	5.5	7.8	BDL	BDL	BDL	3.3	BDL	BDL	7.2	7.2	2.1
1,1-Dichloroethene	ug/L	BDL	BDL	3.7	BDL	3	6.6	BDL	BDL	BDL	1	BDL	BDL	BDL	BDL	0.41
t-1,2-Dichloroethene	ug/L	30	BDL	10	BDL	14	23	BDL	BDL	4.8	6.2	8.3	BDL	14.7	0.52	4.3
c-1,2-Dichloroethene	ug/L	2600	1500	850	690	900	320	BDL	91	260	420	450	45	1050	28.3	160
Tetrachloroethene	ug/L	52	140	19	BDL	1	170	BDL	6.9	12	4.4	4.6	BDL	39.2	39.2	3.3
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	170	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	290	300	120	BDL	140	85	BDL	32	100	100	110	BDL	143	3.34	27
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	1.9	6.2	BDL	BDL	BDL	3.2	BDL	BDL	BDL	BDL	1.7

**SLMW-1**

Analyte	Units	Date													
		Apr-05	May-05	Jun-05	Jul-05	Oct-05	Nov-05	Apr-06	Jun-06	Oct-06	Jan-07	Mar-07	Jun-07	Sep-07	
<b>Total VOC's</b>	ug/L	3508	740	2572	2682	280	587	438	576	1404	1169	3840	2618	3886	4049
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	23	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	160	BDL	1000	BDL	BDL	42	BDL	BDL	18.9	49.3	65	170	128	230
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	1	BDL	BDL	BDL	BDL	BDL	BDL	BDL	3.5	BDL	BDL	BDL	BDL	BDL
t-1,2-Dichloroethene	ug/L	3	BDL	BDL	BDL	BDL	BDL	5	BDL	3.3	39.9	18.4	BDL	124	43
c-1,2-Dichloroethene	ug/L	34	BDL	17	BDL	BDL	BDL	420	519	1320	1030	3700	2410	3510	3700
Tetrachloroethene	ug/L	3200	740	1500	2600	280	530	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	110	BDL	55	82	BDL	15	13	33.5	58.7	50.2	57	37.5	124	76
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL

**SLMW-1**

Analyte	Units	Date											
		Dec-07	Mar-08	Jun-08	Jan-11	Apr-11	Jul-11	Oct-11	Jan-12	Oct-13			
<b>Total VOC's</b>	ug/L	498	580	956	127	52	219	284	759	184			
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL			
1,1-Dichloroethane	ug/L	45	50	BDL	BDL	BDL	43	94.7	173	67			
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL			
1,1-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	1.36	6.18	2.26	BDL			
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	21	19.9	278.9	8.5			
c-1,2-Dichloroethene	ug/L	6.6	5.8	BDL	74	52	89.3	78.9	210	45			
Tetrachloroethene	ug/L	420	500	900	BDL	BDL	11.5	27	7.08	9.2			
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL			
Trichloroethene	ug/L	26	24	56	53	BDL	46.4	53.5	80.3	54			
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	6	3.74	7.36	BDL			



**AOC11-2**

Analyte	Units	Date													
		Mar-04	Jun-05	Jul-05	Oct-05	Nov-05	Dec-06	Mar-07	Jun-07	Sep-07	Dec-07	Mar-08	Jun-08	Oct-08	Jan-09
<b>Total VOC's</b>	ug/L	2409	1771	180	164	262	2233	223	402	460	414	224	258	623	561
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	10	BDL	BDL	BDL	BDL	18.8	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	440	BDL	BDL	12	11	1780	43.4	288	220	16	21	31	44	11
1,2-Dichloroethane	ug/L	1.9	BDL	BDL	BDL	BDL	5.4	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Dichloroethane	ug/L	5.4	73	BDL	BDL	BDL	13.8	BDL	2.9	BDL	BDL	BDL	BDL	BDL	BDL
t-1,2-Dichloroethane	ug/L	10	BDL	BDL	BDL	BDL	BDL	1.5	BDL	BDL	BDL	3.7	BDL	BDL	BDL
c-1,2-Dichloroethane	ug/L	60	28	12	8	26	38.9	11.8	23.4	78	14	24	49	87	56
Tetrachloroethene	ug/L	1700	1500	140	120	160	247	111	48	110	340	130	130	420	390
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	180	170	28	24	65	122	55	40	52	44	45	48	61	70
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	1.4	BDL	BDL	BDL	BDL	7.2	BDL	BDL	BDL	BDL	BDL	BDL	BDL	22

**AOC11-2**

Analyte	Units	Date													
		Mar-09	Apr-09	May-09	Jul-09	Sep-09	Nov-09	Jan-10	Apr-10	Jul-10	Oct-10	Jan-11	Apr-11	Jul-11	Oct-11
<b>Total VOC's</b>	ug/L	764	556	560	209	457	598	479	371	400	342	438	252	181	102
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	47	24	31	14	29	45	37	25	BDL	120	74	34	123	90.7
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	0.3
1,1,1-Dichloroethane	ug/L	2.9	BDL	BDL	BDL	BDL	1.5	BDL	BDL	BDL	BDL	BDL	BDL	0.42	0.42
t-1,2-Dichloroethane	ug/L	34	36	34	5.9	7.9	12	BDL	BDL	BDL	BDL	BDL	BDL	2.15	0.32
c-1,2-Dichloroethane	ug/L	140	120	140	48	130	170	87	65	78	54	110	72	35.5	3.19
Tetrachloroethene	ug/L	370	250	220	98	160	190	230	170	190	120	95	71	10.1	2.9
1,1,1-Trichloroethane	ug/L	10	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	110	100	100	23	98	140	83	58	77	48	39	32	5.59	1.37
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	50	26	35	20	32	39	42	53	55	BDL	120	43	4.42	0.53

**AOC11-2**

Analyte	Units	Date									
		Jan-12	Apr-12	Aug-12	Nov-12	Oct-13	Apr-14	Sep-14	Dec-14		
<b>Total VOC's</b>	ug/L	152	565	78	139	447	574	600	1023		
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	5.22	15.7	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	131	539	5.12	4.8	29	33	43	110		
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.1
1,1-Dichloroethene	ug/L	BDL	BDL	BDL	0.41	1.1	1.4	1.5	3.4		
t-1,2-Dichloroethene	ug/L	9.18	BDL	6.85	36	15	23	44	46		
c-1,2-Dichloroethene	ug/L	3.42	7.85	28.5	38	180	300	350	580		
Tetrachloroethene	ug/L	1.58	BDL	14	24	56	36	16	26		
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	1.48	BDL	20.3	32	160	160	110	200		
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	BDL	2.4	2.73	4.2	5.4	21	35	56		

**JM-56**

Analyte	units	DATE													
		Mar-08	Jun-08	Oct-08	Jan-09	May-09	Sep-09	Jan-10	Apr-10	Nov-10	Apr-11	Jul-11	Oct-11	Jan-12	Aug-12
<b>Total VOC's</b>	ug/L	133	73	141	43	53	53	51	57	26	19	49	48	504	34
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	188	BDL
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	BDL	0.7	BDL	1.5	BDL	BDL	1.3	2.5	15	11	25.3	14.2	305	BDL
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	0.5	5.4	3.1	7.88	5.79	4.76	BDL
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
c-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	0.67	BDL	BDL	BDL	2.4	1.8	1.3	3.98	4.32	6.05	0.55
Tetrachloroethene	ug/L	120	66	130	38	49	BDL	47	52	2.1	3.5	11.2	22.5	BDL	32.4
1,1,1-Trichloroethane	ug/L	13	6.5	11	3.2	4	BDL	1.5	1.8	1.9	0.57	0.31	0.62	BDL	1.45
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	0.41	BDL	BDL	BDL	BDL	0.7	0.49	BDL	BDL	0.38	0.64	BDL	BDL
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL

**JM-56**

Analyte	units	Date			
		Oct-13	Apr-14	Sep-14	Dec-14
<b>Total VOC's</b>	ug/L	23	16	17	14
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL
Chloroform	ug/L	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	6.5	3.7	1.5	6.6
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	BDL	BDL	BDL	BDL
t-1,2-Dichloroethene	ug/L	2.1	0.41	BDL	1.7
c-1,2-Dichloroethene	ug/L	13	11	15	5.3
Tetrachloroethene	ug/L	0.97	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	0.58	0.5	BDL	0.48
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL

**JM-2**

Analyte	Units	DATE													
		Jul-05	Nov-05	Apr-06	Mar-07	Jun-07	Sep-07	Dec-07	Mar-08	Jun-08	Oct-08	Jan-09	Mar-09	Apr-09	May-09
<b>Total VOC's</b>	ug/L	554	533	1178	1292	1144	661	279	364	860	182	448	473	276	79
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	21	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	BDL	6	14	155	101	120	26	29	52	BDL	44	64	46	BDL
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	16	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	3.4	BDL	BDL	BDL	BDL	BDL	BDL	6.4	BDL	BDL
t-1,2-Dichloroethane	ug/L	BDL	2	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.3	BDL
c-1,2-Dichloroethane	ug/L	BDL	8	21.5	BDL	31.3	14	4.8	10	17	52	35	45	19	53
Tetrachloroethane	ug/L	500	470	1010	1080	941	490	230	300	740	100	330	310	180	7.5
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethane	ug/L	54	47	111	56.5	67	37	18	25	51	14	39	48	29	7.4
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	0.86	11

**JM-2**

Analyte	Units	DATE													
		Jul-09	Sep-09	Jan-10	Apr-10	Jul-10	Oct-10	Nov-10	Jan-11	Jan-11	Apr-11	Jul-11	Oct-11	Jan-12	Aug-12
<b>Total VOC's</b>	ug/L	30	111	108	25	65	2576	565	334	229	175	844	760	333	7
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	7.5	59	BDL	3.74	4.4	2	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	4.62	BDL
1,1-Dichloroethane	ug/L	0.48	BDL	BDL	BDL	BDL	1100	220	130	170	76	363	429	195	BDL
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	0.64	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	0.37	BDL	BDL	BDL	BDL	470	BDL	2.9	BDL	BDL	4.24	2.85	1.36	BDL
t-1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	3.54	2.75	1.12	BDL
c-1,2-Dichloroethane	ug/L	12	69	48	BDL	35	510	41	44	BDL	20	71.2	45.9	23	1.09
Tetrachloroethane	ug/L	11	7.2	7.2	25	16	16	240	80	BDL	53	248	161	60.3	5.05
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethane	ug/L	2.1	6.5	16	BDL	14	BDL	64	59	BDL	26	133	99.7	39	0.96
Vinyl Chloride	ug/L	3.8	28	37	BDL	BDL	480	BDL	11	BDL	BDL	16.5	14.7	6.58	BDL

JM-2

Analyte	Units	Oct-13	Apr-14	Dec-14
<b>Total VOC's</b>	ug/L	37	33	377
Carbon tetrachloride	ug/L	BDL	BDL	BDL
Chloroethane	ug/L	BDL	1.6	BDL
Chloromethane	ug/L	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	14	10	260
1,2-Dichloroethane	ug/L	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	BDL	0.26	3.4
t-1,2-Dichloroethene	ug/L	BDL	0.78	3.9
c-1,2-Dichloroethene	ug/L	9.1	9.7	31
Tetrachloroethene	ug/L	6.1	5	14
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL
Trichloroethene	ug/L	7.7	4.6	57
Vinyl Chloride	ug/L	BDL	1.2	7.6

## JM-59

	DATE	Mar-08	Jun-08	Apr-10	Oct-10	Nov-10	Jan-11	Jul-11	Oct-11	Jan-12	Aug-12	Dec-14
Analyte	units											
Total VOC's	ug/L	6	30	130	1560	181	311	497	330	449	14	453
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	2.6	4.9	BDL	11.2	9.66	BDL	25
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	0.44	BDL
1,1-Dichloroethane	ug/L	2.6	4.8	4.1	8.4	100	190	325	242	347	8.02	260
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	0.68	0.32	10	7.6	8.8	6.18	2.82	5.12	BDL	25
t-1,2-Dichloroethane	ug/L	BDL	0.52	BDL	67	BDL	BDL	2.04	1.42	1.46	BDL	4.6
c-1,2-Dichloroethane	ug/L	3.7	17	0.61	940	5.4	10	7.42	5.76	7.76	0.38	42
Tetrachloroethane	ug/L	BDL	2.8	120	BDL	29	24	18.1	9.02	7.78	5.39	7.7
1,1,1-Trichloroethane	ug/L	BDL	1	BDL	4.8	15	13	8.14	2.54	4.96	0.23	33
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	2.7	4.6	530	1.3	BDL	1.98	BDL	0.74	BDL	3.5
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	20	60	128	55.2	65	BDL	52

**ELMW2**

Analyte	Units	Date													
		Sep-05	Nov-05	Jan-06	Apr-06	Dec-07	Mar-08	Jun-08	Oct-08	Jan-09	May-09	Sep-09	Jan-10	Apr-10	Jul-10
<b>Total VOC's</b>	ug/L	952	1034	527	1698	1735	396	1440	1118	2385	2023	578	622	1005	1256
Carbon tetrachloride	ug/L			BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L			BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L			4.65	13.4	200	18	30	98	70	83	34	BDL	35	BDL
1,2-Dichloroethane	ug/L			BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L			BDL	3.7	BDL	BDL	BDL	BDL	15	6.7	3.8	BDL	BDL	BDL
t-1,2-Dichloroethane	ug/L			1.8	3.5	BDL	BDL	BDL	BDL	84	120	22	39	39	46
c-1,2-Dichloroethane	ug/L			39	96.3	94	19	200	800	1500	1300	430	470	670	950
Tetrachloroethane	ug/L			112	451	180	69	210	BDL	34	9.2	3.9	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L			BDL	BDL	61	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethane	ug/L			370	1130	1200	290	1000	220	660	490	33	57	220	190
Vinyl Chloride	ug/L			BDL	BDL	BDL	BDL	BDL	BDL	22	14	51	56	41	70

**ELMW2**

Analyte	Units	Date											
		Oct-10	Jan-11	Apr-11	Jul-11	Oct-11	Jan-12	Aug-12	Apr-14	Sep-14			
<b>Total VOC's</b>	ug/L	680	1133	547	939	121	413	688	41	185			
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL			
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	1.98	3.94	BDL	BDL			
1,1-Dichloroethane	ug/L	120	180	47	113	87.7	BDL	17	BDL	9.3			
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	322	1.34	BDL	BDL			
1,1-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	1.29	3.48	2.5	BDL			
t-1,2-Dichloroethane	ug/L	BDL	35	BDL	26.5	1.25	2.09	15.6	0.83	BDL			
c-1,2-Dichloroethane	ug/L	400	670	340	695	24	32.4	391	24	72			
Tetrachloroethane	ug/L	BDL	BDL	BDL	21.1	2.05	15.6	26.6	1.1	20			
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL			
Trichloroethane	ug/L	160	150	110	32.2	4.97	36.3	154	5	76			
Vinyl Chloride	ug/L	BDL	98	50	51.6	0.86	1.41	74.7	7.8	7.8			

PMW-14 (Source Area)		DATE													
		Jun-05	Jul-05	Nov-05	Feb-06	Apr-06	Oct-06	Dec-06	Jun-07	Sep-07	Nov-07	Dec-07	Mar-08	Jun-08	Oct-08
Analyte	Units	20370	7200	1769	1259	2573	23189	9286	7594	21230	16655	13608	26260	30645	20910
Total VOC's	ug/L	970	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1400	BDL	BDL	BDL	1400
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroform	ug/L	9600	1200	280	487	478	19300	7310	4380	10000	1200	2000	1300	2500	1600
1,1-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	1.2	15.6	8	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,2-Dichloroethane	ug/L	2000	1000	410	268	722	846	535	648	1300	1300	860	2600	3100	170
1,1-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
c-1,2-Dichloroethene	ug/L	BDL	BDL	5	3.75	5	40.3	61.6	235	330	72	96	440	370	210
Tetrachloroethene	ug/L	1400	1000	240	129	467	477	566	725	1700	3000	1300	2500	4300	440
1,1,1-Trichloroethane	ug/L	6400	4000	810	363	887	2370	731	1500	7900	9600	9300	19000	20000	17000
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	3	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	BDL	11	2.15	5.1	11.8	23.8	106	BDL	54	BDL	420	270	90
Trichlorofluoromethane	ug/L	BDL	BDL	13	6.35	7.2	48.6	9.2	8DL	BDL	29	52	BDL	78	BDL
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	27.4	13.8	BDL	BDL	BDL	BDL	BDL	27	BDL

**PMW-14 (Source Area)**

PMW-14 (Source Area)		DATE													
		Jan-09	Mar-09	Apr-09	May-09	Jul-09	Sep-09	Nov-09	Jan-10	Apr-10	Jun-10	Jul-10	Oct-10	Jan-11	Apr-11
Analyte	Units	8940	9460	4460	7542	3532	3296	5267	9410	8890	17010	12206	4182	3269	4202
Total VOC's	ug/L	920	1100	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	9.2	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroform	ug/L	BDL	BDL	BDL	5.1	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	820	1200	690	1900	1600	1500	2300	4100	3800	6400	4800	2900	2700	3000
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	300	440	420	540	320	330	46	540	440	800	230	BDL	BDL	BDL
t-1,2-Dichloroethene	ug/L	BDL	BDL	18	24	BDL	BDL	50	BDL	BDL	180	120	43	18	35
c-1,2-Dichloroethene	ug/L	300	610	410	1100	690	630	1300	2100	2200	6000	3700	680	130	100
Tetrachloroethene	ug/L	540	410	260	350	260	170	690	180	280	190	120	43	33	56
1,1,1-Trichloroethane	ug/L	6000	5600	2600	3500	630	650	620	390	570	740	410	160	91	150
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	8.6	BDL	2.4	3.1	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	60	100	49	86	32	BDL	78	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichlorofluoromethane	ug/L	BDL	BDL	13	19	BDL	2.8	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	11	180	2100	1600	2700	2700	260	200	790



## PMW-14 (Source Area)

Analyte	Units	Jul-11	Oct-11	Jan-12	Apr-12	Aug-12	Oct-13	Apr-14	Sep-14
Total VOC's	ug/L	4545	5330	4341	5638	10947	5740	25760	8339
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	44.6	187	121	241	376	150	700	240
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	3430	3460	3470	4780	4350	2600	9300	2600
1,2-Dichloroethane	ug/L	5	5	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	12.6	32.6	33.4	55.6	BDL	320	1300	270
t-1,2-Dichloroethene	ug/L	30.8	51.4	20.6	15	50.5	37	BDL	200
c-1,2-Dichloroethene	ug/L	22.6	24.6	25.4	31.4	258	940	7800	2800
Tetrachloroethene	ug/L	115	130	86.4	48	174	120	690	180
1,1,1-Trichloroethane	ug/L	106	49	52	70.6	4250	1300	3900	1200
1,1,2-Trichloroethane	ug/L	10.4	10.4	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	BDL	BDL	BDL	30.5	68	370	79
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	27.5	5.2	BDL	BDL
Vinyl Chloride	ug/L	768	1380	532	396	1430	200	1700	770

**PMW-14a (Source Area)**

Analyte	Units	DATE													
		Feb-06	Apr-06	Jun-06	Dec-06	Jan-07	Mar-07	Oct-08	Mar-09	Apr-09	Jun-10	Jul-10	Oct-10	Jan-11	Apr-11
<b>Total VOC's</b>	ug/L	1778	2091	80670	158062	36610	2811	17493	16371	8897	10110	7960	6930	10376	5555
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	840	960	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	9	BDL	BDL	BDL	BDL	BDL	BDL
Chloroform	ug/L	1.45	BDL	145	163	BDL	2.8	BDL	BDL	BDL	230	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	370	402	23300	31000	4700	444	1900	3800	1700	2700	2600	2900	4600	3300
1,2-Dichloroethane	ug/L	BDL	3.2	275	BDL	BDL	7.2	BDL	34	25	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	185	229	4640	10600	7760	348	3700	3900	3300	3200	2000	1200	1600	740
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	15.3	BDL	BDL	BDL	11	14	BDL	30	BDL	26	BDL
c-1,2-Dichloroethene	ug/L	20.5	30.5	BDL	71.8	140	7.2	140	250	250	BDL	410	870	1500	550
Tetrachloroethene	ug/L	177	268	2100	3620	5160	764	1800	2100	1500	3100	2300	1400	1800	710
1,1,1-Trichloroethane	ug/L	1010	1150	49300	110000	18500	1210	8700	5200	1900	BDL	BDL	BDL	BDL	48
1,1,2-Trichloroethane	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	5.55	8.2	BDL	104	BDL	8.7	53	65	63	BDL	120	110	140	67
Trichlorofluoromethane	ug/L	8.35	BDL	910	2450	350	19	360	26	140	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	BDL	BDL	BDL	37.9	BDL	BDL	BDL	16	5.1	880	500	450	710	140

**PMW-14a (Source Area)**

Analyte	Units	Jul-11	Oct-11	Aug-12	Oct-13	Sep-14
		<b>Total VOC's</b>	ug/L	4522	3076	1025
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	12.7	20.2	49	23
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	3320	1280	285	530	240
1,2-Dichloroethane	ug/L	7.2	70.9	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	403	210	13.1	30	3.5
t-1,2-Dichloroethene	ug/L	6.4	6.4	BDL	5.9	BDL
c-1,2-Dichloroethene	ug/L	336	192	13.8	120	8.7
Tetrachloroethene	ug/L	309	299	67.2	20	10
1,1,1-Trichloroethane	ug/L	82.2	914	613	83	74
1,1,2-Trichloroethane	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	33.2	31.6	6.2	11	BDL
Trichlorofluoromethane	ug/L	BDL	14.9	6.5	BDL	BDL
Vinyl Chloride	ug/L	25.4	44.1	BDL	74	BDL

**ELMW-2**

Analyte	Units	Date													
		Sep-05	Nov-05	Jan-06	Apr-06	Dec-07	Mar-08	Jun-08	Oct-08	Jan-09	May-09	Sep-09	Jan-10	Apr-10	Jul-10
<b>Total VOC's</b>	ug/L	952	1034	527	1698	1735	396	1440	1118	2385	2023	578	622	1005	1256
Carbon tetrachloride	ug/L			BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L			BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L			4.65	13.4	200	18	30	98	70	83	34	BDL	35	BDL
1,2-Dichloroethane	ug/L			BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L			BDL	3.7	BDL	BDL	BDL	BDL	15	6.7	3.8	BDL	BDL	BDL
t-1,2-Dichloroethane	ug/L			1.8	3.5	BDL	BDL	BDL	BDL	84	120	22	39	39	46
c-1,2-Dichloroethane	ug/L			39	96.3	94	19	200	800	1500	1300	430	470	670	950
Tetrachloroethane	ug/L			112	451	180	69	210	BDL	34	9.2	3.9	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L					61	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethane	ug/L			370	1130	1200	290	1000	220	660	490	33	57	220	190
Vinyl Chloride	ug/L			BDL	BDL	BDL	BDL	BDL	BDL	22	14	51	56	41	70

**ELMW-2**

Analyte	Units	Date											
		Oct-10	Jan-11	Apr-11	Jul-11	Oct-11	Jan-12	Aug-12	Apr-14	Aug-14			
<b>Total VOC's</b>	ug/L	680	1133	547	939	121	413	688	41	191			
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL			
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	1.98	3.94	BDL	BDL			
1,1-Dichloroethane	ug/L	120	180	47	113	87.7	BDL	17	BDL	9.3			
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	322	1.34	BDL	BDL			
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	1.29	3.48	2.5	BDL			
t-1,2-Dichloroethane	ug/L	BDL	35	BDL	26.5	1.25	2.09	15.6	0.83	5.4			
c-1,2-Dichloroethane	ug/L	400	670	340	695	24	32.4	391	24	72			
Tetrachloroethane	ug/L	BDL	BDL	BDL	21.1	2.05	15.6	26.6	1.1	20			
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL			
Trichloroethane	ug/L	160	150	110	32.2	4.97	36.3	154	5	76			
Vinyl Chloride	ug/L	BDL	98	50	51.6	0.86	1.41	74.7	7.8	7.8			

**JM-66 (Source Area)**

Analyte	Units	Date													
		Mar-10	Apr-10	Jun-10	Jul-10	Oct-10	Jan-11	Apr-11	Jul-11	Oct-11	Jan-12	Apr-12	Aug-12	Nov-12	Oct-13
<b>Total VOC's</b>	ug/L	6432	9659	10815	10682	7023	8820	10560	13638	16198	16606	10841	15584	9484	4639
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	53	BDL	BDL	BDL	BDL	BDL	BDL	BDL	210
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	36	BDL	BDL	BDL	BDL	BDL	63.5	BDL	BDL	BDL	BDL	BDL
c-1,2-Dichloroethene	ug/L	2200	2200	1800	1800	1000	1200	2600	2740	2280	3300	1520	1490	1000	1300
1,1-Dichloroethane	ug/L	2600	3500	3200	2900	2500	3900	4300	5830	4780	6310	3450	3160	1900	1100
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	371	BDL	BDL	330	BDL
1,1-Dichloroethene	ug/L	1000	500	560	540	160	180	560	445	496	843	362	832	550	240
Methylene Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Tetrachloroethene	ug/L	570	600	650	670	310	320	380	429	755	482	293	872	620	340
t-1,2-Dichloroethene	ug/L	62	59	69	72	53	67	120	132	121	150	75.5	BDL	53	49
1,1,1-Trichloroethane	ug/L	BDL	2800	4500	4700	3000	3100	2600	4040	7680	5150	5140	9230	5000	1400
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	22	22	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	97	100	120	160	49	60	85	62.5	98	89.5	36.5	94.5	140	66
Trichlorofluoromethane	ug/L	46	63	59	41	27	BDL	87	26.5	bdl	47.5	26	60.5	BDL	99
Vinyl Chloride	ug/L	BDL	BDL	BDL	66	30	36	60	BDL	65.5	183	61	BDL	BDL	BDL

**JM-66 (Source Area)**

Analyte	Units	Date	
		Apr-14	Sep-14
<b>Total VOC's</b>	ug/L	6009	5475
Carbon tetrachloride	ug/L	BDL	BDL
Chloroethane	ug/L	200	96
Chloroform	ug/L	BDL	BDL
Chloromethane	ug/L	BDL	BDL
c-1,2-Dichloroethene	ug/L	2200	2100
1,1-Dichloroethane	ug/L	1900	1400
1,2-Dichloroethane	ug/L	BDL	1
1,1-Dichloroethene	ug/L	230	190
Methylene Chloride	ug/L	58	58
Tetrachloroethene	ug/L	250	250
t-1,2-Dichloroethene	ug/L	71	180
1,1,1-Trichloroethane	ug/L	1100	1200
1,1,2-Trichloroethane	ug/L	BDL	BDL
Trichloroethene	ug/L	79	68
Trichlorofluoromethane	ug/L	BDL	BDL
Vinyl Chloride	ug/L	220	500

**JM-51 (upgradient location in source area)**

Analyte	units	Date													
		Apr-07	Sep-07	Dec-07	Mar-08	Jun-08	Oct-08	Jan-09	Mar-09	May-09	Apr-10	Jul-10	Oct-10	Nov-10	Jan-11
<b>Total VOC's</b>	ug/L	7	3337	4591	2148	2690	540	738	494	654	191	290	2072	1074	771
Bromomethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	36	BDL	BDL	BDL	BDL	BDL
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	54	BDL	180	150	180	BDL	11	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	10	BDL	5.5	BDL	7.1	BDL
Chloroform	ug/L	BDL	9.8	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	7.1	460	460	190	310	350	260	270	340	150	230	840	830	650
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	0.3	740	420	260	260	24	23	1.8	BDL	BDL	BDL	770	10	BDL
t-1,2-Dichloroethene	ug/L	BDL	BDL	21	10	12	BDL	3.1	3.1	1.4	BDL	BDL	19	BDL	BDL
c-1,2-Dichloroethene	ug/L	BDL	460	940	370	500	22	21	5.6	9.2	BDL	BDL	400	39	22
Tetrachloroethene	ug/L	BDL	17	540	460	780	25	37	13	6	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	1600	2000	770	680	29	BDL	22	27	BDL	43	43	150	80
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	24	190	82	85	8	14	BDL	1.1	BDL	BDL	BDL	BDL	BDL
Trichlorofluoromethane	ug/L	BDL	26	20	6.1	9.3	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	82	200	28	43	41	BDL	BDL	38	19

**JM-51 (upgradient location in source area)**

Analyte	units	Date									
		Apr-11	Jul-11	Oct-11	Jan-12	Apr-12	Aug-12	Oct-13	Apr-14	Sep-14	
<b>Total VOC's</b>	ug/L	657	605	726	674	413	263	239	159	276	
Bromomethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
Chloroethane	ug/L	BDL	BDL	4.2	BDL	2	BDL	BDL	BDL	11	
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
1,1-Dichloroethane	ug/L	560	519	588	611	358	214	150	96	150	
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
1,1-Dichloroethene	ug/L	BDL	BDL	BDL	4.3	4.08	4.24	8.2	4.8	7.5	
t-1,2-Dichloroethene	ug/L	BDL	BDL	2.72	1.5	1.26	0.9	3	2.2	4.7	
c-1,2-Dichloroethene	ug/L	BDL	2.75	4.32	6.1	7.26	5.24	23	25	48	
Tetrachloroethene	ug/L	BDL	19.7	5.92	3.15	1.98	4.7	8.8	5.9	13	
1,1,1-Trichloroethane	ug/L	83	49.8	44.3	25.1	24.3	27.9	38	15	18	
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
Trichloroethene	ug/L	BDL	BDL	BDL	BDL	0.76	0.98	2.2	2.9	2.9	
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
Vinyl Chloride	ug/L	14	13.8	76.4	23.2	13.6	4.68	5.4	7.6	21	

**JM-50**

Analyte	Date		Apr-07	Jun-07	Mar-08	Jun-08	Jun-08	Sep-09	Apr-10	Jul-10	Oct-10	Apr-11	Oct-11	Apr-14
	360	9086												
Total VOC's	BDL	BDL	363	929	772	551	954	958	606	986	127	BDL	BDL	
Carbon tetrachloride	346	BDL	BDL	3.4	BDL	11	20	13	BDL	16.5	12	BDL	BDL	
Chloroethane	10.3	2200	80	230	250	150	200	220	120	163	28	BDL	BDL	
1,1-Dichloroethane	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
1,1-Dichloroethene	3.7	588	17	54	47	31	56	50	36	32.9	1.1	BDL	BDL	
t-1,2-Dichloroethene	BDL	106	4.5	13	BDL	9.1	18	14	9.5	9.82	4.6	BDL	BDL	
c-1,2-Dichloroethene	BDL	5480	260	600	450	320	650	650	400	672	72	BDL	BDL	
Tetrachloroethene	BDL	BDL	BDL	3.3	BDL	BDL	3.4	BDL	BDL	2.09	BDL	BDL	BDL	
1,1,1-Trichloroethane	BDL	530	1.5	23	25	25	BDL	BDL	BDL	0.49	BDL	BDL	BDL	
1,1,2-Trichloroethane	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
Trichloroethene	BDL	BDL	BDL	1	BDL	4.8	6.1	6.2	4.4	5.25	0.85	BDL	BDL	
Trichlorofluoromethane	BDL	182	BDL	0.8	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
Vinyl Chloride	BDL	BDL	BDL	0.39	BDL	BDL	BDL	4.6	36	83.9	8.9	BDL	BDL	



JM-33 (1)

Date

Analyte	Units	Feb-06	Apr-06	Jun-06	Jun-06	Sep-06	Oct-06	Dec-06	Jan-07	Mar-07	Jun-07	Sep-07	Dec-07	Mar-08	Jun-08
<b>Total VOC's</b>	ug/L	49089	35208	42454	49543	47377	89342	58047	61420	39830	16589	26900	7732	3270	3300
Bromomethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroform	ug/L	29	BDL	BDL	40	22	BDL	21	BDL	BDL	BDL	40	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	15400	10300	13400	15700	11400	41400	20400	15200	20400	5700	14000	4700	1600	1200
1,2-Dichloroethane	ug/L	96	67	92	97	BDL	138	91	BDL	BDL	28.5	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	10800	6270	6150	7340	11500	15100	12600	13300	5580	3120	3900	910	470	440
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	25	BDL	BDL	24	BDL	BDL	10.5	BDL	BDL	BDL	BDL
c-1,2-Dichloroethene	ug/L	266	214	255	292	BDL	755	566	560	690	1070	3400	720	450	590
Tetrachloroethene	ug/L	6400	10700	16900	17300	6810	5870	6520	6710	5850	2290	2000	490	380	620
1,1,1-Trichloroethane	ug/L	15400	7260	4560	7680	16900	24700	16900	24300	6630	3730	2800	640	280	340
1,1,2-Trichloroethane	ug/L	37	BDL	BDL	BDL	46	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2,2-Tetrachloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	92	247	467	423	BDL	209	191	330	245	264	570	230	90	110
Trichlorofluoromethane	ug/L	569	150	630	646	699	1170	734	1020	435	376	190	42	BDL	BDL
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL

**JM-33 (2)**

**Date**

Analyte	Units	Oct-08	Nov-08	Jan-09	Mar-09	Apr-09	May-09	Jul-09	Sep-09	Nov-09	Jan-10	Apr-10	Jun-10	Jul-10	Oct-10
<b>Total VOC's</b>	ug/L	4344	4040	1035	1115	1773	4515	1546	1261	2030	2273	1909	1508	662	548
Bromomethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	15	BDL	BDL	BDL	BDL	BDL
Carbon tetrachloride	ug/L	BDL	BDL	38	44	BDL	BDL	BDL	63	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	18	91	55	120	55	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	130	48	BDL	BDL	49	BDL	BDL
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	26	BDL	BDL
1,1-Dichloroethane	ug/L	1500	1200	540	560	850	2000	1000	590	1300	1600	1200	1000	340	250
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	1.9	4.2	3.4	4	7.2	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	820	520	29	17	40	240	12	8.1	34	72	67	BDL	15	20
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	11	15	20	11	9	14	BDL	BDL	BDL	BDL	BDL
c-1,2-Dichloroethene	ug/L	1800	1700	98	110	440	1600	140	100	200	190	180	53	47	38
Tetrachloroethene	ug/L	170	150	100	190	180	230	110	91	190	260	290	150	200	180
1,1,1-Trichloroethane	ug/L	BDL	470	230	170	200	280	200	120	140	120	140	230	50	50
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	2.2	BDL	BDL	6.9	6.4	BDL	BDL	BDL	BDL	BDL
1,1,2,2-Tetrachloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	3.2	3.5	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	54	BDL	BDL	13	20	40	9.7	4.9	BDL	31	32	BDL	9.7	9.8
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	5.2	10	4.6	11	6.6	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	0.8	BDL	BDL	BDL	10	BDL	BDL	BDL	BDL	BDL

JM-33 (3)	Date											
	Analyte	Units	Jan-11	Apr-11	Jul-11	Oct-11	Jan-12	Apr-12	Aug-12	Oct-13	Apr-14	Sep-14
Total VOC's	ug/L	1713	564	803	1099	1003	1441	1499	891	1073	864	
Bromomethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
Chloroethane	ug/L	110	BDL	6.7	16.2	16.8	20.9	34.9	31	BDL	9.7	
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
1,1-Dichloroethane	ug/L	1200	300	595	533	585	854	985	420	580	430	
1,2-Dichloroethane	ug/L	BDL	BDL	2.15	2.15	BDL	4	5.9	BDL	BDL	BDL	
1,1-Dichloroethene	ug/L	95	37	31	86.7	77.4	101	BDL	52	64	36	
t-1,2-Dichloroethene	ug/L	BDL	BDL	3.65	3.4	2.5	3.4	4.4	5	5.9	11	
c-1,2-Dichloroethene	ug/L	170	67	79.4	125	171	214	241	110	160	150	
Tetrachloroethene	ug/L	97	140	63.3	260	104	141	188	220	200	170	
1,1,1-Trichloroethane	ug/L	8.5	12	15.1	51.8	20.3	75.2	BDL	37	25	22	
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
1,1,2,2-Tetrachloroethane	ug/L	BDL	BDL	1.8	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
Trichloroethene	ug/L	23	7.5	5.25	13.3	12.5	16.8	22.9	16	16	13	
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
Vinyl Chloride	ug/L	9.2	BDL	BDL	7.65	13.4	10.7	16.4	BDL	22	22	

**JM-34**

Analyte	Units	Date													
		Feb-06	Apr-06	Jun-06	Jun-06	Sep-06	Oct-06	Dec-06	Jan-07	Mar-07	Jun-07	Sep-07	Dec-07	Mar-08	Jun-08
<b>Total VOC's</b>	ug/L	10850	10432	11822	8545	6646	13106	11200	5855	7987	10480	7336	4770	5457	4447
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroform	ug/L	BDL	BDL	BDL	12	BDL	BDL	BDL	BDL	BDL	BDL	36	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	6880	6310	7440	5520	4210	8190	7060	3610	4980	6910	4900	3400	2800	3000
1,2-Dichloroethane	ug/L	48.5	33.5	41.5	26	BDL	35.5	30	BDL	38.5	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	2400	2350	2720	1580	1640	3050	2570	1520	1810	2140	1300	830	1600	770
t-1,2-Dichloroethene	ug/L	51	50	60	46.5	BDL	75	61	36	182	50	BDL	BDL	35	BDL
c-1,2-Dichloroethene	ug/L	1470	1480	1560	1170	796	1730	1440	649	976	1380	1100	510	990	600
Tetrachloroethene	ug/L	BDL	158	BDL	118	BDL	25	BDL	40	BDL	BDL	BDL	BDL	32	36
1,1,1-Trichloroethane	ug/L	BDL	50	BDL	72.5	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	30	BDL	BDL
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	38.5	BDL	BDL	BDL	BDL	BDL	BDL	41

**JM-34**

Analyte	Units	Date													
		Oct-08	Apr-09	Jan-10	Apr-10	Jul-10	Oct-10	Jan-11	Apr-11	Jul-11	Oct-11	Jan-12	Apr-12	Aug-12	Nov-12
<b>Total VOC's</b>	ug/L	7150	2826	3180	3900	3750	4343	10194	3490	6235	1740	3906	747	289	40
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	73	90	BDL	BDL	81.2	183	94.3	123	2.4
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	5100	1900	2200	2700	2700	3300	6800	2800	5080	1330	2980	466	38.5	29
1,2-Dichloroethane	ug/L	BDL	4	BDL	BDL	BDL	BDL	BDL	BDL	30	30	16.5	5.7	BDL	BDL
1,1-Dichloroethene	ug/L	1300	520	320	390	370	340	1300	270	369	95.1	288	49.2	7.31	3.6
t-1,2-Dichloroethene	ug/L	BDL	14	BDL	BDL	BDL	BDL	34	BDL	21.5	5.3	12.5	3.35	1.55	0.27
c-1,2-Dichloroethene	ug/L	750	340	150	190	250	340	1300	350	490	135	252	102	3.93	3.2
Tetrachloroethene	ug/L	BDL	16	BDL	BDL	BDL	BDL	BDL	BDL	188	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	19	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	23	10.7	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	4.6	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	BDL	2.8	510	620	430	290	670	70	33.5	52.6	174	26.6	115	2

JM-34

Analyte	Units	Date		Sep-14
		Oct-13	Apr-14	
<b>Total VOC's</b>	ug/L	2255	2159	1243
Carbon tetrachloride	ug/L	BDL	BDL	BDL
Chloroethane	ug/L	260	400	270
Chloroform	ug/L	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	1400	1300	660
1,2-Dichloroethane	ug/L	6.6	5.1	BDL
1,1-Dichloroethene	ug/L	230	120	66
t-1,2-Dichloroethene	ug/L	17	9.7	9
c-1,2-Dichloroethene	ug/L	150	84	68
Tetrachloroethene	ug/L	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	0.78	BDL	BDL
Trichloroethene	ug/L	0.43	BDL	BDL
Trichlorofluoromethane	ug/L	BDL	BDL	BDL
Vinyl Chloride	ug/L	190	240	170

JM-35 (1)

Analyte	Units	Date													
		Feb-06	Apr-06	Jun-06	Jun-06	Oct-06	Dec-06	Jan-07	Mar-07	Jun-07	Sep-07	Dec-07	Mar-08	Jun-08	Oct-08
<b>Total VOC's</b>	ug/L	10504	18142	15549	17551	21132	16043	15984	14369	16307	6880	8100	3910	9275	10160
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroform	ug/L	7240	11800	9620	11300	13800	10600	10300	9400	10700	4600	5600	2600	6200	7200
1,1-Dichloroethane	ug/L	76	100	92.5	102	116	89	BDL	109	113	BDL	BDL	12	BDL	BDL
1,2-Dichloroethane	ug/L	1740	3520	3350	3350	3840	2840	3570	3040	2890	780	1300	840	1700	2000
t-1,2-Dichloroethene	ug/L	27.5	38.5	28.5	31	BDL	BDL	30	BDL	47	BDL	BDL	11	BDL	BDL
c-1,2-Dichloroethene	ug/L	1420	2560	2280	2540	3260	2480	2030	1820	2510	1500	1200	440	1300	960
Tetrachloroethene	ug/L	BDL	56.5	BDL	116	116	BDL	54	BDL	BDL	BDL	BDL	2.4	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	46	16	90	BDL	33.5	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.5	BDL	BDL
1,1,2,2-Tetrachloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.7	BDL	BDL
Trichlorofluoromethane	ug/L	BDL	BDL	162	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Methylene Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	BDL	21	BDL	BDL	BDL	BDL	BDL	BDL	47	BDL	BDL	1.5	75	BDL

JM-35 (2)

Analyte	Units	Jan-09	May-09	Jul-09	Sep-09	Nov-09	Jan-10	Apr-10	Jul-10	Oct-10	Jan-11	Jan-11	Apr-11	Jul-11	Oct-11
<b>Total VOC's</b>	ug/L	9600	10977	7315	3951	12345	9897	8151	10142	7873	5242	9424	4283	8217	1674
Carbon tetrachloride	ug/L	BDL	BDL	BDL	26	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	180	58	880	1700	2600	680	1150	52.6
Chloroethane	ug/L	BDL	85	BDL	26	35	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroform	ug/L	BDL	BDL	BDL	BDL	1.4	BDL	BDL	BDL	BDL	29	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	6700	7500	5000	2800	10000	7000	6400	7300	5300	3300	6400	3400	6390	1380
1,2-Dichloroethane	ug/L	BDL	49	23	35	55	BDL	BDL	BDL	BDL	55	BDL	BDL	62.5	BDL
1,1-Dichloroethene	ug/L	1500	1900	1200	810	1200	1700	720	1300	1301	BDL	BDL	BDL	107	62.1
t-1,2-Dichloroethene	ug/L	BDL	24	BDL	28	31	BDL	BDL	BDL	52	BDL	BDL	BDL	18.5	6.6
c-1,2-Dichloroethene	ug/L	1400	1300	920	BDL	750	1100	780	1300	210	62	150	74	175	92.2
Tetrachloroethene	ug/L	BDL	BDL	BDL	7.9	9.4	BDL	BDL	BDL	130	28	74	BDL	194	47.1
1,1,1-Trichloroethane	ug/L	BDL	90	150	180	190	97	71	110	BDL	BDL	BDL	BDL	19	7.5
1,1,2-Trichloroethane	ug/L	BDL	3.6	BDL	5.6	6.4	BDL	BDL	BDL	BDL	68	70	65	76	13.7
1,1,2,2-Tetrachloroethane	ug/L	BDL	BDL	BDL	13	16	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	BDL	BDL	6	BDL	BDL	BDL	74	BDL	BDL	BDL	BDL	BDL	5.7
Trichlorofluoromethane	ug/L	BDL	16	22	BDL	29	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Methylene Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	130	64	25	6.5
Vinyl Chloride	ug/L	BDL	9.5	BDL	13	22	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL

**JM-35 (3)**

Analyte	Units	Jan-12	Apr-12	Aug-12	Oct-13	Apr-14	Sep-14
<b>Total VOC's</b>	ug/L	3409	2479	11	945	539	227
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	98.2	121	BDL	2.3	BDL	BDL
Chloroethane	ug/L	41.7	16.9	BDL	7.3	18	BDL
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	2760	1990	10	750	420	180
1,2-Dichloroethane	ug/L	29.6	19.6	BDL	5.8	3.8	BDL
1,1-Dichloroethene	ug/L	176	128	BDL	85	37	17
t-1,2-Dichloroethene	ug/L	9.2	7.7	BDL	4.8	2.3	BDL
c-1,2-Dichloroethene	ug/L	237	125	BDL	78	45	24
Tetrachloroethene	ug/L	7.1	21.6	0.78	7.1	4.5	BDL
1,1,1-Trichloroethane	ug/L	BDL	2.6	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	18.4	21.3	BDL	2.3	0.98	BDL
1,1,2,2-Tetrachloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	BDL	BDL	2.7	1.9	BDL
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Methylene Chloride	ug/L	31.5	24.8	BDL	BDL	BDL	5.6
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	5.1	BDL



JM-36	Analyte	Units	Data									
			Feb-06	Apr-06	Jun-06	Jun-08	Jan-11	Apr-11	Oct-11			
	Total VOC's	ug/L	291	309	378	126	468	222	331			
	Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
	Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
	Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
	1,1-Dichloroethane	ug/L	1.95	2.6	9.9	5.7	BDL	BDL	BDL	BDL	BDL	
	1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
	1,1-Dichloroethene	ug/L	2.55	BDL	6.8	1.6	BDL	BDL	BDL	BDL	2.6	
	t-1,2-Dichloroethene	ug/L	2.05	1.8	1.7	3.3	16	BDL	BDL	BDL	6.02	
	c-1,2-Dichloroethene	ug/L	28.4	38.2	74.1	43	280	160	221			
	Tetrachloroethene	ug/L	81.5	94	70.8	31	BDL	BDL	BDL	BDL	2.08	
	1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
	1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
	Trichloroethene	ug/L	175	172	215	41	110	31	99			
	Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
	Vinyl Chloride	ug/L	BDL	BDL	BDL	0.22	62	31	BDL	BDL	BDL	

dry

**JM-37**

**Date**

Analyte	Units	Feb-06	Apr-06	Jun-06	Sep-07	Jan-09	May-09	Sep-09	Nov-09	Jan-10	Apr-10	Jul-10	Oct-10	Jan-11	Apr-11
<b>Total VOC's</b>	ug/L	538	532	1212	2056	2046	2588	895	1763	1054	1027	2152	1867	3343	2156
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	9.3	BDL	BDL	29	26	16	21	38	15	19	12
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	200	197	292	590	560	910	300	700	460	530	1000	870	1800	1000
1,2-Dichloroethane	ug/L	4.2	6.8	9.8	BDL	15	18	8.2	9	8.1	BDL	14	12	17	14
1,1-Dichloroethene	ug/L	210	184	647	850	840	710	310	650	320	270	330	290	570	390
t-1,2-Dichloroethene	ug/L	2.55	BDL	BDL	BDL	BDL	BDL	2.7	3.7	BDL	3	BDL	BDL	13	BDL
c-1,2-Dichloroethene	ug/L	114	132	252	600	540	560	170	350	210	170	310	350	480	420
Tetrachloroethene	ug/L	2.9	5	BDL	BDL	3.4	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	4.45	4	4.2	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	0.44	BDL
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Methylene Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.7	BDL
Vinyl Chloride	ug/L	BDL	2.9	7.3	6.3	88	390	75	24	40	33	460	330	440	320

**JM-37**

Analyte	Units	Jul-11	Oct-11	Jan-12	Apr-12	Aug-12	Nov-12	Oct-13	Apr-14	Sep-14
<b>Total VOC's</b>	ug/L	3675	3183	3630	2979	10	410	810	536	452
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	3.08	34.1	29	BDL	1.1	4.9	BDL	1.5
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	1680	1410	1470	1310	6.07	270	540	330	270
1,2-Dichloroethane	ug/L	21	17.9	183.7	17.5	BDL	3.3	5	4	3.2
1,1-Dichloroethene	ug/L	661	630	730	690	1.68	54	110	80	67
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	2	BDL	1.4	2.8	2.2	4
c-1,2-Dichloroethene	ug/L	624	613	727	608	1.83	51	85	70	65
Tetrachloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	0.44	1	1.9	BDL
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Methylene Chloride	ug/L	BDL	BDL	BDL	2.6	BDL	BDL	2.2	BDL	BDL
Vinyl Chloride	ug/L	689	509	485	320	BDL	29	59	48	41

**PMW-13**

Analyte	Units	DATE													
		Jun-05	Jul-05	Nov-05	Jan-06	Apr-06	Jun-06	Oct-06	Jan-07	Mar-07	Jun-07	Sep-07	Dec-07	Mar-08	Jun-08
<b>Total VOC's</b>	ug/L	4660	7480	8074	7248	6811	4979	4633	5270	5478	6645	2565	1408	1483	1884
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	BDL	BDL	24	21	29.5	38	86.5	62.5	91	146	190	38	50	80
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	BDL	BDL	3	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	3.1	BDL
t-1,2-Dichloroethene	ug/L	BDL	BDL	5	BDL	BDL	BDL	BDL	BDL	BDL	12.5	15	BDL	30	35
c-1,2-Dichloroethene	ug/L	140	8DL	170	154	146	209	436	249	518	790	800	400	640	730
Tetrachloroethene	ug/L	4200	7100	7500	6680	6300	4270	3500	4290	4160	4830	1100	580	310	400
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	320	380	370	393	335	462	610	668	709	866	460	390	430	590
Vinyl Chloride	ug/L	BDL	BDL	2	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	20	49

**PMW-13**

Analyte	Units	Date													
		Oct-08	Apr-09	May-09	Jul-09	Sep-09	Jan-10	Apr-10	Jul-10	Oct-10	Jan-11	Apr-11	Jul-11	Oct-11	Jan-12
<b>Total VOC's</b>	ug/L	1690	328	398	47	63	633	337	726	679	1505	988	4415	1012	4177
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	5.2	BDL	BDL	BDL	BDL	BDL	3.8	6.9	2.9	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	2	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	200	190	360	0.85	4.8	180	87	210	270	700	190	2320	312	2170
1,2-Dichloroethane	ug/L	BDL	1.1	2.3	BDL	BDL	BDL	BDL	BDL	BDL	3.7	BDL	11.6	BDL	BDL
1,1-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	4.9	7.8	2.38	BDL
t-1,2-Dichloroethene	ug/L	830	70	16	33	46	230	130	230	200	410	340	1290	398	1340
c-1,2-Dichloroethene	ug/L	190	18	3.8	5.3	4.2	27	19	32	27	36	140	213	45	89.8
Tetrachloroethene	ug/L	BDL	BDL	2.2	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	470	41	4.9	2.3	2.8	180	89	240	170	340	270	562	240	556
Vinyl Chloride	ug/L	BDL	1.7	BDL	2.8	2.2	9.4	7.7	8	4.3	4.1	29	BDL	8.9	10.4

**PMW-13**

Analyte	Units	Date		Aug-12	Nov-12	Oct-13	Apr-14
		Apr-12					
<b>Total VOC's</b>	ug/L	4831		2229	3095	132	123
Carbon tetrachloride	ug/L	BDL		BDL	BDL	BDL	BDL
Chloroethane	ug/L	34		8.24	22	2.8	10
Chloromethane	ug/L	BDL		BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	2590		462	1100	35	14
1,2-Dichloroethane	ug/L	9.8		682	BDL	BDL	BDL
1,1,1-Dichloroethane	ug/L	BDL		BDL	14	0.57	0.74
t-1,2-Dichloroethane	ug/L	15.6		18.2	29	3.3	3.1
c-1,2-Dichloroethane	ug/L	1370		507	1000	46	48
Tetrachloroethene	ug/L	154		88.1	BDL	4.6	5.2
1,1,2-Trichloroethane	ug/L	BDL		BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL		BDL	BDL	BDL	BDL
Trichloroethene	ug/L	620		408	880	28	36
Vinyl Chloride	ug/L	37.9		55.8	50	12	6

**JM-38**

Analyte	Units	Date													
		Feb-06	Apr-06	Jan-07	Mar-07	Jun-07	Sep-07	Dec-07	Mar-08	Jun-08	Apr-10	Jul-10	Oct-10	Jan-11	Jan-12
<b>Total VOC's</b>	ug/L	20	35	38	39	56	41	46	24	118	84	300	239	321	845
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	0.82	BDL	BDL	2.98
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	0.2	0.4	1.1	BDL	BDL	1.6	BDL	BDL	4.1	7	32	33	55	239
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.2	2.76
t-1,2-Dichloroethane	ug/L	0.73	0.6	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.6	1.44
c-1,2-Dichloroethane	ug/L	7.16	11.8	8.9	9.9	18.1	18	15	8.5	28	21	84	67	90	189
Tetrachloroethene	ug/L	2.6	5.6	5.6	6.6	16	8.3	12	6.8	39	5.8	23	19	13	14.6
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	9.32	16.1	22	22	21.4	13	19	9	47	50	160	120	160	395
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL

**JM-38**

Analyte	Units	Date											
		Apr-12	Aug-12	Nov-12	Oct-13	Apr-14	Aug-14						
<b>Total VOC's</b>	ug/L	536	112	87	347	257	121						
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL						
Chloroethane	ug/L	2.96	BDL	BDL	BDL	BDL	BDL						
Chloroform	ug/L	BDL	1.07	3.9	BDL	BDL	BDL						
1,1-Dichloroethane	ug/L	198	43	14	91	57	39						
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	1.3	0.37	BDL						
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	1.1	BDL						
t-1,2-Dichloroethane	ug/L	2.08	0.35	0.82	4.9	4.6	BDL						
c-1,2-Dichloroethane	ug/L	BDL	36.1	28	99	100	40						
Tetrachloroethene	ug/L	5.48	BDL	4.3	0.68	0.44	5.3						
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL						
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL						
Trichloroethene	ug/L	325	31.4	35	150	92	37						
Vinyl Chloride	ug/L	2.12	BDL	0.88	BDL	1.5	BDL						

JM-39	Date					
		Feb-06	Apr-06	Oct-10	Jan-11	
Total VOC's	ug/L	391	566	183	210	
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	
Chloroethane	ug/L	BDL	BDL	BDL	0.62	
Chloroform	ug/L	BDL	BDL	BDL	BDL	
1,1-Dichloroethane	ug/L	4	8.2	14	20	
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	0.94	
1,1-Dichloroethene	ug/L	6.45	5	15	20	
t-1,2-Dichloroethene	ug/L	1.5	BDL	BDL	2.3	
c-1,2-Dichloroethene	ug/L	30.1	43.6	140	150	
Tetrachloroethene	ug/L	294	433	BDL	BDL	
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	
Trichloroethene	ug/L	54.8	76.2	8.6	3	
Methylene Chloride	ug/L	BDL	BDL	BDL	0.38	
Vinyl Chloride	ug/L	BDL	BDL	4.9	13	

**JM-52**

Analyte	units	Date											
		Dec-07	Mar-08	Jun-08	Jan-09	May-09	Sep-09	Oct-10	Apr-11	Jul-11	Oct-11	Jan-12	Aug-12
<b>Total VOC's</b>	ug/L	488	245	473	824	788	82	725	919	1407	987	739	17
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	4.2	8.2	3.7	BDL	BDL	BDL	4.1	3.3	BDL	4.9	5.28	BDL
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	230	100	210	360	380	38	330	370	624	447	316	10.2
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	2.2	BDL	2	2.9	4.65	BDL	2.46	BDL
1,1-Dichloroethene	ug/L	160	91	170	300	280	44	250	350	457	307	239	3.62
t-1,2-Dichloroethene	ug/L	4	1.6	3.2	4.4	4.6	BDL	5.9	7	9.35	6.35	5.92	BDL
c-1,2-Dichloroethene	ug/L	86	44	84	160	120	BDL	130	180	312	222	167	2.87
Tetrachloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	0.38	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.8	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	0.77	BDL	BDL	BDL	0.43	BDL	0.46	0.6	BDL	BDL	BDL	0.61
Vinyl Chloride	ug/L	2.7	BDL	2.4	BDL	1.2	BDL	2.1	2.9	BDL	BDL	2.84	BDL

**JM-53**

Analyte	units	Date		Mar-08	Jun-08	Jan-10	Apr-10	Oct-10	Nov-10	Jan-11	Apr-11	Oct-11	Jan-12	Aug-12
		Mar-08	82											
<b>Total VOC's</b>	ug/L	82	BDL	425	BDL	161	54	782	1084	1114	1517	907	2078	354
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	2.1	0.71	4.6	4.1	5	4.3	2.34	6.9	BDL
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	35	BDL	170	BDL	74	24	340	450	450	580	364	819	174
1,2-Dichloroethane	ug/L	BDL	BDL	2.4	BDL	0.51	BDL	4	5.1	7	7.8	7.8	10.3	1.69
1,1-Dichloroethene	ug/L	23	BDL	120	BDL	51	15	180	270	260	430	164	573	88.9
t-1,2-Dichloroethene	ug/L	BDL	BDL	1.8	BDL	1.4	0.32	3	4.9	2.3	4.8	1.52	3	0.99
c-1,2-Dichloroethene	ug/L	24	BDL	130	BDL	32	14	250	350	390	490	367	666	88.3
Tetrachloroethene	ug/L	BDL	BDL	1.2	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	BDL	0.49	BDL	BDL	BDL	BDL	1.3	BDL	1.4	BDL	BDL	BDL
Vinyl Chloride	ug/L	BDL	BDL	1.2	BDL	0.56	BDL	2.7	3.5	3.2	6.4	1.4	5.34	BDL



Wells in Southeast corner of Allstar Property

**JM-61**

Analyte	Units	Date													
		Aug-09	Jan-10	Apr-10	Jun-10	Jul-10	Oct-10	Jan-11	Jan-11	Apr-11	Jul-11	Oct-11	Jan-12	Apr-12	Aug-12
<b>Total VOC's</b>	ug/L	106200	59696	29600	88220	53280	43020	106710	191500	70940	87200	20486	37978	16620	19258
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	4000	2400	BDL	3300	2800	2600	2800	4800	1600	1160	705	1200	690	470
Chloroform	ug/L	120	49	BDL	390	BDL	BDL	BDL	310	1500	1980	635	886	330	53
Chloromethane	ug/L	BDL	1100	BDL	1000	880	BDL	900	6200	4800	9090	4670	5130	2440	315
c-1,2-Dichloroethene	ug/L	1400	210	24000	BDL	290	520	1200	550	BDL	190	190	BDL	BDL	198
1,1-Dichloroethane	ug/L	49000	29000	BDL	37000	25000	24000	51000	86000	35000	44200	10400	22800	9820	10600
1,2-Dichloroethane	ug/L	850	350	BDL	BDL	410	BDL	490	850	540	895	215	BDL	214	100
1,1-Dichloroethene	ug/L	6200	40	BDL	BDL	610	1900	4900	BDL	BDL	BDL	BDL	BDL	BDL	358
Methylene Chloride	ug/L	140	87	BDL	BDL	BDL	BDL	BDL	1500	1000	705	696	746	303	56
Tetrachloroethene	ug/L	9100	840	BDL	1100	1100	960	3000	13000	BDL	2580	115	280	72.9	1010
t-1,2-Dichloroethene	ug/L	BDL	33	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	31000	24000	BDL	44000	21000	12000	39000	69000	24000	24400	2440	6140	2400	5460
1,1,2-Trichloroethane	ug/L	320	350	BDL	560	470	BDL	480	1400	1200	915	277	444	239	86
Trichloroethene	ug/L	570	95	BDL	BDL	BDL	BDL	550	490	BDL	185	BDL	BDL	BDL	73
Trichlorofluoromethane	ug/L	2500	1100	BDL	870	720	530	1800	7400	1300	900	143	352	111	479
Vinyl Chloride	ug/L	1000	42	5600	BDL	BDL	510	590	BDL	BDL	BDL	BDL	BDL	BDL	BDL

A.

**JM-61**

Analyte	Units	Date		
		Nov-12	Oct-13	Sep-14
<b>Total VOC's</b>	ug/L	53124	24362	137594
Carbon tetrachloride	ug/L	BDL	BDL	BDL
Chloroethane	ug/L	2000	1100	2600
Chloroform	ug/L	230	BDL	110
Chloromethane	ug/L	830	BDL	220
c-1,2-Dichloroethene	ug/L	250	67	BDL
1,1-Dichloroethane	ug/L	33000	8100	32000
1,2-Dichloroethane	ug/L	300	BDL	300
1,1-Dichloroethene	ug/L	1200	1600	9100
Methylene Chloride	ug/L	160	BDL	94
Tetrachloroethene	ug/L	1400	1000	3900
t-1,2-Dichloroethene	ug/L	24	BDL	BDL
1,1,1-Trichloroethane	ug/L	12000	12000	84000
1,1,2-Trichloroethane	ug/L	380	42	170
Trichloroethene	ug/L	160	63	300
Trichlorofluoromethane	ug/L	1000	390	3000
Vinyl Chloride	ug/L	190	BDL	1800

**JM-62**

**Date**

Analyte	Units	Aug-09	Jan-10	Apr-10	Oct-10	Aug-12	Sep-14
<b>Total VOC's</b>	ug/L	118	37	27	356	1	2
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	4.8	9.3	6.1	187	BDL	BDL
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
c-1,2-Dichloroethene	ug/L	2.2	BDL	BDL	3.42	BDL	BDL
1,1-Dichloroethane	ug/L	21	26	20	161	0.34	2.4
1,2-Dichloroethane	ug/L	0.48	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	14	BDL	0.31	3.1	BDL	BDL
Methylene Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Tetrachloroethene	ug/L	26	BDL	BDL	BDL	0.74	BDL
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	0.9	BDL	BDL
1,1,1-Trichloroethane	ug/L	50	1.2	0.66	0.66	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	1.7	BDL	BDL	0.96	BDL	BDL
Trichlorofluoromethane	ug/L	3.6	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	3.6	BDL	BDL	14	BDL	BDL

JM-43

Feb-06

Total VOC's	40	ug/L
Vinyl Chloride	3.01	ug/L
Chloroethane	35.3	ug/L
1,1-Dichloroethene	1.41	ug/L
t-1,2-Dichloroethane	BDL	ug/L
1,1-Dichloroethane	BDL	ug/L
c-1,2-Dichloroethene	BDL	ug/L
1,1,1-Trichloroethane	BDL	ug/L
Carbon tetrachloride	BDL	ug/L
1,2-Dichloroethane	BDL	ug/L
Trichloroethene	BDL	ug/L
Tetrachloroethene	BDL	ug/L

JM-44	Analyte	Units	Date											
			Feb-06	Sep-07	Dec-07	Mar-08	Jun-08	Oct-08	Jan-09	May-09	Jul-09	Sep-09	Jan-10	Oct-11
	Total VOC's	ug/L	1	71	234	914	809	530	280	339	97	120	69	89
	Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
	Chloroethane	ug/L	1.03	67	35	87	75	BDL	68	130	16	18	7.9	47.4
	1,1-Dichloroethane	ug/L	BDL	BDL	160	690	590	530	170	180	62	85	51	29.3
	1,2-Dichloroethane	ug/L	BDL	BDL	2.1	BDL	5.6	BDL	1.7	BDL	0.5	BDL	BDL	0.93
	1,1-Dichloroethene	ug/L	BDL	1.4	11	54	51	BDL	14	12	4	5.6	3.3	1.39
	t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	0.54	BDL	BDL	BDL	BDL	BDL	BDL	0.24
	c-1,2-Dichloroethene	ug/L	BDL	BDL	4.1	18	20	BDL	4.2	BDL	7.2	3.1	1.3	1.06
	Tetrachloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.31
	1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
	1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
	Trichloroethene	ug/L	BDL	BDL	BDL	3.1	5.8	BDL	1.5	BDL	0.84	BDL	0.58	1.66
	Vinyl Chloride	ug/L	BDL	2.5	22	62	61	BDL	21	17	6	8	5.3	5.83

**JM-45**

**Date**

Analyte	units	Feb-06	Apr-06	Oct-06	Feb-07	Jun-07	Sep-07	Dec-07	Mar-08	Jun-08	Oct-08	Jan-09	May-09	Jul-09	Sep-09
<b>Total VOC's</b>	ug/L	10130	13358	8915	6760	3615	5227	9660	6379	14141	11944	1700	3975	433	772
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	5910	6450	7590	6600	3470	4900	2300	2300	5000	4100	1700	1500	210	270
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	2370	4010	476	BDL	6.2	170	6300	3400	7300	6500	BDL	2000	59	240
1,2-Dichloroethane	ug/L	40	72.5	37.5	BDL	24.4	21	BDL	24	66	BDL	BDL	23	11	7.3
1,1-Dichloroethene	ug/L	330	466	83.5	BDL	1.5	BDL	440	300	690	760	BDL	170	11	40
t-1,2-Dichloroethene	ug/L	25.5	35.5	23.5	BDL	14.9	14	BDL	7.9	21	BDL	BDL	6.3	4.3	3.1
c-1,2-Dichloroethene	ug/L	254	626	61.5	BDL	5.8	2	230	130	300	230	BDL	62	5.6	15
Methylene Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Tetrachloroethene	ug/L	BDL	128	17	BDL	BDL	BDL	58	15	200	BDL	BDL	16	BDL	45
1,1,1-Trichloroethane	ug/L	BDL	41	BDL	BDL	BDL	BDL	22	5.7	92	BDL	BDL	40	BDL	40
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	2.1	BDL	BDL	BDL	BDL	0.95	1.3
1,1,2,2-Tetrachloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.5
Trichloroethene	ug/L	20	99	BDL	BDL	2.2	BDL	50	14	62	54	BDL	7.7	0.66	5.8
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	7
Vinyl Chloride	ug/L	1180	1430	626	160	89.8	120	260	180	410	300	BDL	150	130	71

**JM-45**

**Date**

Analyte	units	Nov-09	Jan-10	Apr-10	Jun-10	Jul-10	Oct-10	Jan-11	Apr-11	Jul-11	Oct-11	Jan-12	Apr-12
<b>Total VOC's</b>	ug/L	1894	5892	1470	9285	6309	3750	5859	8910	4763	6839	4217	4472
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	420	1000	BDL	880	1200	770	1200	1500	1300	2140	1160	1400
Chloromethane	ug/L	7.1	BDL	BDL	32	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	770	2900	BDL	3500	3200	2500	3800	6000	2900	3690	2400	2500
1,2-Dichloroethane	ug/L	16	35	BDL	BDL	41	BDL	52	28	BDL	49.6	33.6	40.4
1,1-Dichloroethene	ug/L	110	290	BDL	310	200	120	180	310	130	206	133	BDL
t-1,2-Dichloroethene	ug/L	4.2	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	9.2	8.42	8.3
c-1,2-Dichloroethene	ug/L	31	63	1100	67	54	62	96	130	76	93.8	84.2	86
Methylene Chloride	ug/L	BDL	30	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	5.05	8.5
Tetrachloroethene	ug/L	110	240	BDL	310	180	73	120	220	50	132	23.4	38.7
1,1,1-Trichloroethane	ug/L	310	1100	BDL	3900	1200	75	150	350	47	21.4	5.6	BDL
1,1,2-Trichloroethane	ug/L	2.3	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2,2-Tetrachloroethane	ug/L	2.3	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	11	29	370	26	32	BDL	31	42	BDL	26	21.3	24.7
Trichlorofluoromethane	ug/L	21	45	BDL	140	42	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	79	160	BDL	120	160	150	230	330	260	471	342	365

**JM-45**

**Date**

Analyte	units	Aug-12	Oct-13	Sep-14
<b>Total VOC's</b>	ug/L	1772	2430	1357
Carbon tetrachloride	ug/L	BDL	BDL	BDL
Chloroethane	ug/L	425	200	150
Chloromethane	ug/L	11.5	BDL	BDL
1,1-Dichloroethane	ug/L	1030	1600	1000
1,2-Dichloroethane	ug/L	20.7	14	11
1,1,1-Dichloroethene	ug/L	58.8	120	76
t-1,2-Dichloroethene	ug/L	4.6	BDL	BDL
c-1,2-Dichloroethene	ug/L	26.4	24	17
Methylene Chloride	ug/L	9.4	20	15
Tetrachloroethene	ug/L	15.5	100	20
1,1,1-Trichloroethane	ug/L	12.6	310	BDL
1,1,2-Trichloroethane	ug/L	4.3	9	BDL
1,1,2,2-Tetrachloroethane	ug/L	BDL	BDL	BDL
Trichloroethene	ug/L	10.7	22	21
Trichlorofluoromethane	ug/L	BDL	11	BDL
Vinyl Chloride	ug/L	142	BDL	47

**JM-46**

**Date**

Analyte	Units	Feb-06	Apr-06	Oct-06	Mar-08	Jun-08	Aug-12
<b>Total VOC's</b>	ug/L	880	812	586	158	191	99
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	862	727	549	150	82	23.6
1,1-Dichloroethane	ug/L	BDL	43.6	8.2	2.6	74	44.6
1,2-Dichloroethane	ug/L	9.3	14.2	9.1	BDL	9.9	5.07
1,1-Dichloroethene	ug/L	BDL	4.3	10.4	BDL	6.4	7.81
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	1.2	0.6	0.69
c-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	0.64	1.26
Tetrachloroethene	ug/L	4.8	BDL	2.8	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	4.1	4.9	BDL	BDL	0.13	BDL
Vinyl Chloride	ug/L	BDL	18	6.6	4.6	17	15.9

**JM-47**

Date

Analyte	Units	Feb-06	Apr-06	Oct-06	Feb-07	Jun-07	Sep-07	Dec-07	Mar-08	Jun-08	Oct-08	Jan-09	May-09	Sep-09	Jan-10
<b>Total VOC's</b>	ug/L	245	812	213	282	238	1334	62	259	288	382	277	299	94	53
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	140	727	60	153	50	1200	51	46	37	91	59	100	54	30
1,1-Dichloroethane	ug/L	85	44	133	107	173	96	6	200	240	280	200	180	23	7
1,2-Dichloroethane	ug/L	5	14	1	4	BDL	10	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	4	4	5	5	3	10	1	3	2	BDL	3	3	3	3
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
c-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Tetrachloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	5	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	12	18	14	12	12	18	4	10	8	11	15	16	14	13

**JM-47**

Date

Analyte	Units	Oct-10	Apr-11	Oct-11	Aug-12	Nov-12
<b>Total VOC's</b>	ug/L	35	52	326	97	265
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	17	19	233	23	120
1,1-Dichloroethane	ug/L	9	21	65	51	93
1,2-Dichloroethane	ug/L	BDL	BDL	5	1	3
1,1-Dichloroethene	ug/L	1	2	4	2	9
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	1
c-1,2-Dichloroethene	ug/L	BDL	0	0	BDL	11
Tetrachloroethene	ug/L	BDL	BDL	1	BDL	1
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	BDL	1	BDL	5
Vinyl Chloride	ug/L	8	10	18	19	21



**JM-48**

Date

Analyte	Units	Feb-06	Apr-06	Oct-06	Feb-07	Jun-07	Sep-07	Dec-07	Mar-08	Jun-08	Oct-08	Jan-09	May-09	Sep-09	Jan-10
<b>Total VOC's</b>	ug/L	360	318	163	145	113	121	225	286	71	58	32	60	44	83
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	346	260	161	123	105	97	60	81	66	58	30	58	44	78
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	10.3	48.9	BDL	18.7	2.1	16	150	200	1.3	BDL	BDL	BDL	BDL	BDL
1,2-Dichloroethane	ug/L	BDL	0.8	BDL	BDL	BDL	BDL	1.5	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	3.7	3	2.4	2.2	1.6	2.2	2.8	1.1	0.91	BDL	BDL	0.8	BDL	1.4
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
c-1,2-Dichloroethene	ug/L	BDL	0.3	BDL	BDL	BDL	BDL	0.2	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Tetrachloroethene	ug/L	BDL	BDL	BDL	1	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Methylene Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	0.5	BDL	BDL	BDL	BDL	0.13	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	BDL	4.4	BDL	BDL	4.5	6.1	10	4	2.3	BDL	1.5	1.2	BDL	3.9

**JM-48**

Date

Analyte	Units	Apr-10	Apr-11	Oct-11	Aug-12
<b>Total VOC's</b>	ug/L	20	213	22	6
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	31	19.1	5.12
Chloroform	ug/L	BDL	4	BDL	BDL
Chloromethane	ug/L	BDL	4.3	BDL	BDL
1,1-Dichloroethane	ug/L	BDL	89	0.9	BDL
1,2-Dichloroethane	ug/L	BDL	0.8	BDL	BDL
1,1-Dichloroethene	ug/L	BDL	1.1	BDL	0.59
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL
c-1,2-Dichloroethene	ug/L	1.8	0.51	BDL	BDL
Tetrachloroethene	ug/L	8.1	0.85	0.38	BDL
1,1,1-Trichloroethane	ug/L	9.2	72	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	2.5	BDL	BDL
Methylene Chloride	ug/L	BDL	1.3	BDL	BDL
Trichloroethene	ug/L	0.66	BDL	BDL	BDL
Trichlorofluoromethane	ug/L	BDL	4.4	BDL	BDL
Vinyl Chloride	ug/L	BDL	1.7	1.59	BDL

dry

JM-8	Date				
	Jun-06	Jan-07	Jun-07	Sep-09	
<b>Total VOC's</b>	295	342	496	735	ug/L
Carbon tetrachloride	BDL	BDL	BDL	BDL	ug/L
Chloroethane	BDL	BDL	3.9	13	ug/L
Chloroform	BDL	BDL	BDL	BDL	ug/L
1,1-Dichloroethane	139	83.9	134	230	ug/L
1,2-Dichloroethane	BDL	BDL	BDL	BDL	ug/L
1,1-Dichloroethene	36.1	17	23	33	ug/L
t-1,2-Dichloroethene	BDL	BDL	1.3	4.5	ug/L
c-1,2-Dichloroethene	30	17.6	35	230	ug/L
Tetrachloroethene	54.7	48.4	84.5	53	ug/L
1,1,1-Trichloroethane	11.9	155	189	160	ug/L
1,1,2-Trichloroethane	BDL	BDL	BDL	BDL	ug/L
Trichloroethene	23.3	17.8	20.8	11	ug/L
Trichlorofluoromethane	BDL	1.9	4.2	BDL	ug/L
Vinyl Chloride	BDL	BDL	BDL	BDL	ug/L

**JM-9**

	Date					
		Sep-09	Nov-09	Apr-10	Oct-10	Oct-11
<b>Total VOC's</b>	ug/L	750	1324	383	5080	7733
Carbon tetrachloride	ug/L	BDL	87	BDL	BDL	BDL
Chloroethane	ug/L	BDL	23	16	BDL	67.8
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	200	BDL	130	720	2810
1,2-Dichloroethane	ug/L	BDL	0.87	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	110	180	62	540	701
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	1.31
c-1,2-Dichloroethene	ug/L	BDL	3	1.7	BDL	0.55
Tetrachloroethene	ug/L	BDL	17	6.6	320	493
1,1,1-Trichloroethane	ug/L	440	1000	160	3500	3550
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	BDL	0.66	BDL	10.7
Trichlorofluoromethane	ug/L	BDL	11	3.9	BDL	40.4
Vinyl Chloride	ug/L	BDL	1.9	1.8	BDL	57.8

dry

JM-10

	Date					
	Sep-09	Nov-09	Apr-10	Oct-10	Oct-11	dry
<b>Total VOC's</b>	ug/L 2582	828	4660	1621	3099	
Carbon tetrachloride	ug/L BDL	41	BDL	BDL	BDL	BDL
Chloroethane	ug/L BDL	140	220	17	17	
Chloroform	ug/L BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L 440	210	1800	940	1010	
1,2-Dichloroethane	ug/L BDL	4.5	5.2	BDL	BDL	
1,1-Dichloroethene	ug/L 88	84	190	60	88.7	
t-1,2-Dichloroethene	ug/L BDL	1.2	1.1	5.6	BDL	
c-1,2-Dichloroethene	ug/L BDL	3.7	BDL	50	BDL	
Tetrachloroethene	ug/L 25	23	28	36	30.6	
1,1,1-Trichloroethane	ug/L 2000	300	2400	460	1940	
1,1,2-Trichloroethane	ug/L BDL	BDL	BDL	BDL	BDL	
Trichloroethene	ug/L BDL	1.8	2.1	BDL	BDL	
Trichlorofluoromethane	ug/L 29	5	2.4	BDL	BDL	
Vinyl Chloride	ug/L BDL	14	11	52	13	

Wells in the southwest corner of the plant tarmac

**P1MW1** Date

Analyte	Units	Aug-05	Sep-05	Jan-06	Apr-06	Feb-07	Mar-07	Dec-07	Mar-08	Jun-08	Jan-09	May-09	Jul-09	Sep-09	Nov-09
<b>Total VOC's</b>	ug/L	3430	5510	3040	911	1462	1375	1677	6910	1899	363	1650	898	456	691
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.4	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	3.9	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	BDL	BDL	BDL	3.7	BDL	BDL	17	18	BDL	BDL	5.5	3.9	BDL	2.3
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	BDL	BDL	BDL	7.7	7.7	BDL	BDL	30	19	BDL	4.3	3.5	BDL	5
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.4	BDL	BDL	2	2.4	BDL	4.5
c-1,2-Dichloroethene	ug/L	220	120	110	65.9	90.2	92.8	BDL	200	BDL	120	1100	540	220	300
Tetrachloroethene	ug/L	2800	5000	2600	652	1100	1020	950	5900	1500	180	190	220	120	200
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	6	BDL	BDL	180	18	BDL	BDL	3.8	BDL	11	0.84
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	3	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	410	390	330	172	264	262	530	740	380	63	320	110	100	150
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	24	18	4	28

**P1MW1** Date

Analyte	Units	Jan-10	Apr-10	Jul-10	Jul-11	Jan-12	Oct-13
<b>Total VOC's</b>	ug/L	973	762	585	333	731	208
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	BDL	1.7	BDL	0.8	0.98	1.4
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	BDL	2	BDL	0.68	1.88	BDL
t-1,2-Dichloroethene	ug/L	BDL	1.3	BDL	1.2	1.6	2.6
c-1,2-Dichloroethene	ug/L	380	240	190	228	270	120
Tetrachloroethene	ug/L	400	140	160	45.8	201	21
1,1,1-Trichloroethane	ug/L	3.2	1.7	4.8	4.8	3.34	2.4
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	190	370	230	45.5	247	45
Vinyl Chloride	ug/L	BDL	5	BDL	6.28	4.98	16

dry or slow recovery

**P1MW3** (denoted as P1MW2 on April 2015 update) **Date**

Analyte	Units	Aug-05	Sep-05	Jan-06	Apr-06	Mar-07	Dec-07	Mar-08	Jun-08	Jan-09	May-09	Jul-09	Apr-10	Jul-10	Oct-10
<b>Total VOC's</b>	ug/L	1100	1492	1100	585	701	637	666	881	941	733	2031	859	480	1188
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	3.1	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.1	3.9	BDL	BDL	BDL
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
c-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	6.9	7	6.8	13	11	27	0.6	2.3	0.57	43	16
Tetrachloroethene	ug/L	810	1200	820	450	465	430	250	410	330	200	810	250	180	BDL
1,1,1-Trichloroethane	ug/L	BDL	52	BDL	4.7	22.7	BDL	2	BDL	3.6	4.1	BDL	1.1	BDL	BDL
Trichloroethene	ug/L	290	240	280	120	206	200	400	460	580	410	810	560	280	22
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	4.6	9.5	2.7	BDL	390

**P1MW3** (denoted as P1MW2 on April 2015 update) **Date**

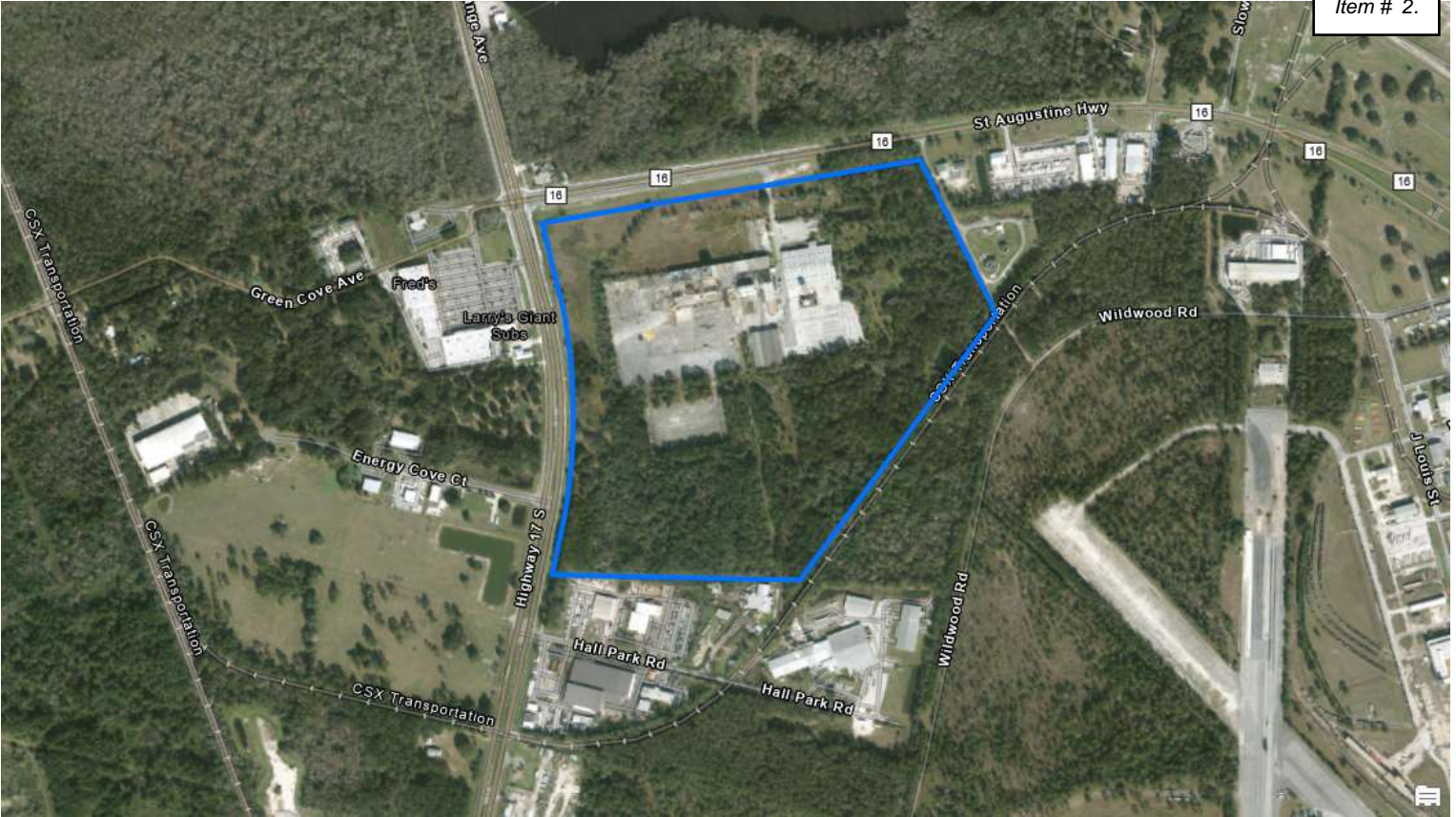
Analyte	Units	Jul-11	Oct-11	Aug-12	Nov-12	Feb-13	Aug-14
<b>Total VOC's</b>	ug/L	514	590	1399	390	406	184
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	BDL	1.09	BDL	3.2	2.7	BDL
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	1.18	BDL	1.38	BDL	BDL	BDL
t-1,2-Dichloroethene	ug/L	BDL	0.31	0.78	0.96	BDL	3.2
c-1,2-Dichloroethene	ug/L	18.4	20.1	30.6	280	210	59
Tetrachloroethene	ug/L	208	140	999	37	81	9.9
1,1,1-Trichloroethane	ug/L	5.84	2.75	8.08	BDL	BDL	BDL
Trichloroethene	ug/L	281	424	355	65	110	46
Vinyl Chloride	ug/L	BDL	1.38	3.88	3.5	1.9	66

**P1MW12** Date

Analyte	Units	Aug-09	Sep-09	Jan-10	Apr-10	Jul-10	Feb-11	Apr-11	Jul-11	Oct-11	Jan-12	Aug-12	Feb-13	Oct-13	Aug-14
Total VOC's	ug/L	60	40	18	19	86	14	96	223	11	17	34	10	26	19
Carbon tetrachloride	ug/L	BDL	1.9	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	1.6	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	0.33	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	2.9
1,1-Dichloroethane	ug/L	6	BDL	0.32	BDL	0.79	BDL	0.71	0.71	1.1	1.03	0.58	1.3	0.56	BDL
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	0.88	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	5.1	BDL	BDL	BDL	0.42	BDL	0.5	1.36	BDL	BDL	BDL	BDL	BDL	BDL
t-1,2-Dichloroethene	ug/L	BDL	BDL	0.26	BDL	2.6	BDL	2.7	5.76	BDL	1.89	BDL	BDL	BDL	BDL
c-1,2-Dichloroethene	ug/L	1.1	4.4	3.1	1.4	39	BDL	49	126	BDL	1.89	1.87	1.4	BDL	BDL
Tetrachloroethene	ug/L	20	10	5.9	8.7	5.9	8.2	1	4.5	9.11	4.86	15.5	3.9	8.9	7.1
1,1,1-Trichloroethane	ug/L	22	15	5.9	8.4	5.8	5.7	BDL	0.21	BDL	3.17	15.6	2.6	17	9
Trichloroethene	ug/L	1.5	8.9	2.1	0.7	31	BDL	42	84.2	BDL	BDL	0.68	1.2	BDL	BDL
Trichlorofluoromethane	ug/L	1.5	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	4.11	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	1.4	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL

**Exhibit 4**  
SJRWMD Shape File





**ORDINANCE NO. O-28-2023**

**AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA AMENDING THE FUTURE LAND USE MAP FOR ±15 ACRES OF REAL PROPERTY GENERALLY LOCATED ON OFF OF THE SOUTHEAST CORNER OF LEONARD C TAYLOR PARKWAY AND US 17, IDENTIFIED AS TAX ID NUMBER 016541-000-00 MORE PARTICULARLY DESCRIBED BY EXHIBIT “A”, FROM MIXED USE TO INDUSTRIAL; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, an application for a large-scale comprehensive plan amendment, as described below, to the Comprehensive Plan Future Land Use Map has been filed with the City; and

**WHEREAS**, a duly advertised public hearing was conducted on the proposed amendment on August 22, 2023 by the Planning and Zoning Board, sitting as the Local Planning Agency (LPA) and the LPA reviewed and considered comments received during the public hearing concerning the application and made its recommendation for approval to the City Council; and,

**WHEREAS**, the City Council considered the recommendations of the LPA at a duly advertised public hearings on September 5, 2023 and September 19, 2023 and provided for and received public participation; and,

**WHEREAS**, the City Council has determined and found said application for the amendment, to be consistent with the City of Green Cove Springs Comprehensive Plan and Land Development Regulations; and,

**WHEREAS**, for reasons set forth in this Ordinance that is hereby adopted and incorporated as findings of fact, that the Green Cove Springs City Council finds and declares that the enactment of this amendment is in the furtherance of the public health, safety, morals, order, comfort, convenience, appearance, prosperity, or general welfare.

**NOW, THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA AS FOLLOWS:**

**Section 1. Findings of Fact and Conclusions of Law.**

1. The above recitals are true and correct and incorporated herein by reference.
2. The proposed Future Land Use Map amendment is consistent with the Comprehensive Plan.

3. The amendment will not cause a reduction in the adopted level of service standards for transportation, potable water, sanitary sewer, solid waste, stormwater, recreation, or public schools.

**Section 2. Comprehensive Plan Future Land Use Map Amended.** The Comprehensive Plan Future Land Use Map is hereby amended from Mixed Use to Industrial on Tax Parcel Number 38-06-26-016541-000-00 in accordance with the legal description found in Exhibit “A” and map found in Exhibit “B” attached hereto.

**Section 3. Ordinance to be Construed Liberally.** This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety and welfare of the citizens and residents of Green Cove Springs, Florida.

**Section 4. Repealing Clause.** All ordinance or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

**Section 5. Severability.** It is the declared intent of the City Council of the City of Green Cove Springs that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by any court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance, and the remainder of the ordinance after the exclusions of such part or parts shall be deemed to be valid.

**Section 6. Effective Date.** The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the City that the plan amendment package is complete in accordance with Chapter 163.3184 F.S. If timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administrative Council enters a final order determining this adopted amendment to be in compliance in accordance with Chapter 163.3184 F.S. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before this plan amendment has become effective.

**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ON THIS 5<sup>th</sup> DAY OF SEPTEMBER 2023.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Constance Butler, Mayor

ATTEST:

\_\_\_\_\_  
Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, THIS 19<sup>TH</sup> DAY OF SEPTEMBER 2023.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Constance Butler, Mayor

ATTEST:

\_\_\_\_\_  
Erin West, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
L. J. Arnold, III, City Attorney

## EXHIBIT "A"

A parcel of land situated in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being apart of Lots 3, 4 and 5, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof, recorded in Plat Book 1 pages 31 through 34 of the public records of said County, together with part of Lots 2, 3, 4 and 5, Block 4, South Green Cove Springs, according to map thereof recorded in Deed Book "Z" page 748 of said public records, and a portion of River Road as shown on said plats, said parcel being more particularly described as follows:

Commence at the intersection of the Easterly right of way line of State Road No. 15 (U.S. Highway No. 17) with the Southerly line of State Road No. 16; thence on said Southerly line, North 79 degrees 05 minutes 46 seconds East, 678.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 370.00 feet to the Point of Beginning; thence continue South 10 degrees 54 minutes 14 seconds East, 398.00 feet; thence North 79 degrees 05 minutes 46 seconds East, 27.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 262.70 feet; thence North 79 degrees 05 minutes 46 seconds East, 918.22 feet; thence North 34 degrees 26 minutes 00 seconds East, 97.16 feet; thence North 10 degrees 54 minutes 14 seconds West, 258.24 feet; thence South 79 degrees 05 minutes 46 seconds West, 86.77 feet; thence North 10 degrees 54 minutes 14 seconds West, 379.17 feet; thence South 79 degrees 05 minutes 46 seconds West, 481.82 feet; thence South 10 degrees 54 minutes 14 seconds East, 45.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 445.74 feet to the point of beginning.

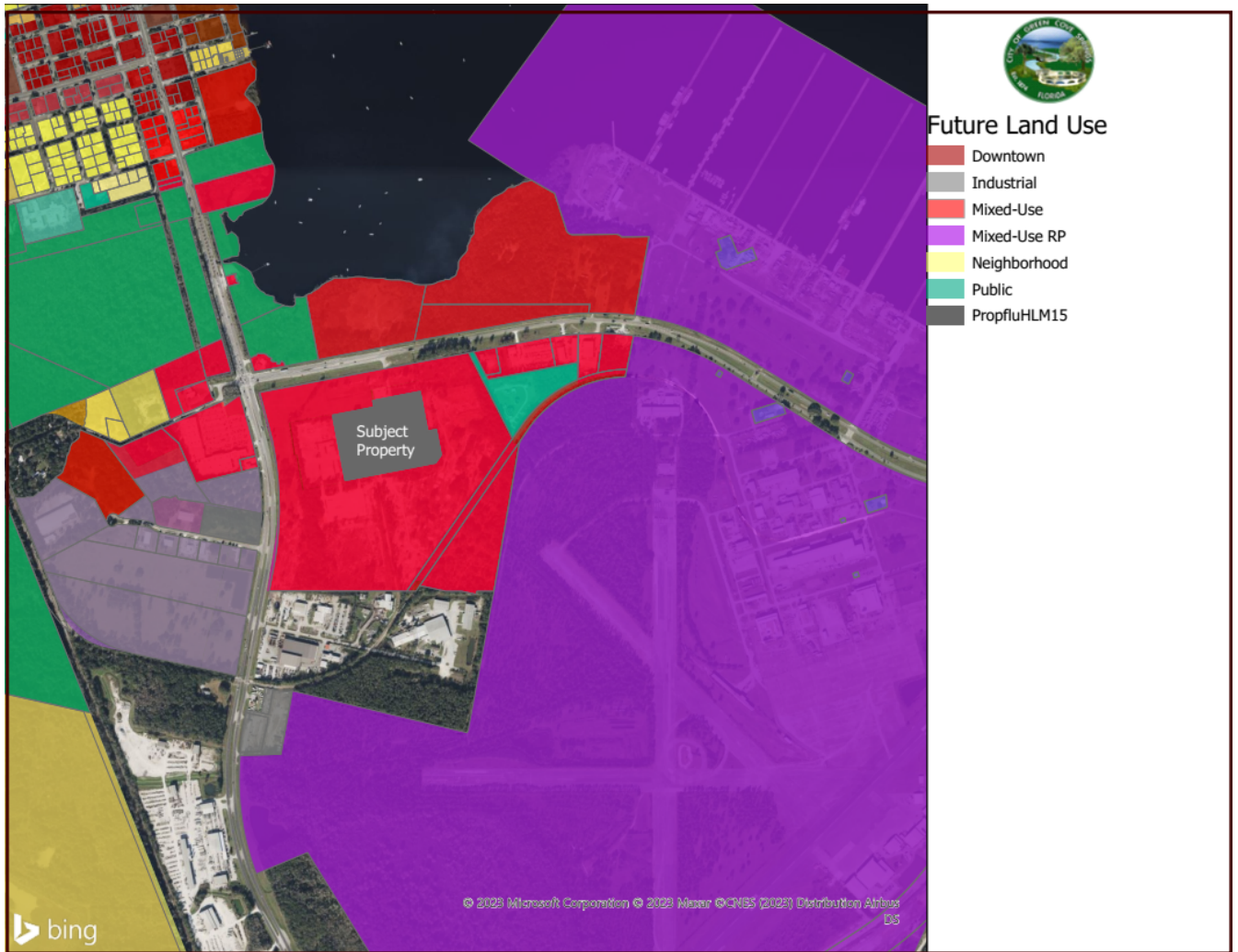
TOGETHER WITH A NON-EXCLUSIVE EASEMENT DESCRIBED AS FOLLOWS:

## Easement "A-2"

An easement for ingress, egress and utilities covering a parcel of land consisting of a portion of Block 1, Gould T. Butlers survey of the Clinch Estate, Clay County, Florida, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, a portion of Block 4, South Green Cove Springs, according to plat thereof recorded in Deed Book "Z", page 748 of said public records, and a portion of River Road as shown on said plats, said parcel being more particularly described as follows:

Commence at the intersection of the Easterly right of way line of State Road No. 15 (U.S. Highway No. 17) with the Southerly R/W line of State Road No. 16; thence on said Southerly R/W line, North 79 degrees 05 minutes 46 seconds East, 1277.20 feet to the Point of Beginning; thence continue on said Southerly R/W line, North 79 degrees 05 minutes 46 seconds East 30.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 325.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 30.00 feet; thence North 10 degrees 54 minutes 14 seconds West, 325.00 feet to the point of beginning.

# EXHIBIT "B"



**ORDINANCE NO. O-29-2023**

**AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA REZONING ±15 ACRES OF REAL PROPERTY GENERALLY LOCATED ON OFF OF THE SOUTHEAST CORNER OF LEONARD C TAYLOR PARKWAY AND US 17, IDENTIFIED AS TAX ID NUMBER 016541-000-00 MORE PARTICULARLY DESCRIBED BY EXHIBIT “A”, FROM C-2, GENERAL BUSINESS TO M-2, HEAVY INDUSTRIAL; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, an application for a large-scale comprehensive plan amendment, as described below, to the Comprehensive Plan Future Land Use Map has been filed with the City; and

**WHEREAS**, a duly advertised public hearing was conducted on the proposed amendment on August 22, 2023 by the Planning and Zoning Board, sitting as the Local Planning Agency (LPA) and the LPA reviewed and considered comments received during the public hearing concerning the application and made its recommendation for approval to the City Council; and,

**WHEREAS**, the City Council considered the recommendations of the LPA at a duly advertised public hearings on September 5, 2023 and September 19, 2023 and provided for and received public participation; and,

**WHEREAS**, the City Council has determined and found said application for the amendment, to be consistent with the City of Green Cove Springs Comprehensive Plan and Land Development Regulations; and,

**WHEREAS**, for reasons set forth in this Ordinance that is hereby adopted and incorporated as findings of fact, that the Green Cove Springs City Council finds and declares that the enactment of this amendment is in the furtherance of the public health, safety, morals, order, comfort, convenience, appearance, prosperity, or general welfare.

**NOW, THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA AS FOLLOWS:**

**Section 1. Zoning Map Amended.** The Zoning Map is hereby amended from C-2, General Commercial to M-2, Heavy Industrial on Tax Parcel Number 38-06-26-016541-000-00 in accordance with the legal description found in Exhibit “A” and map found in Exhibit “B” attached hereto.

**Section 2. Ordinance to be Construed Liberally.** This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety and welfare of the citizens and residents of Green Cove Springs, Florida.

**Section 3. Repealing Clause.** All ordinance or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

**Section 4. Severability.** It is the declared intent of the City Council of the City of Green Cove Springs that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by any court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance, and the remainder of the ordinance after the exclusions of such part or parts shall be deemed to be valid.

**Section 5. Effective Date.** The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the City that the plan amendment package is complete in accordance with Chapter 163.3184 F.S. If timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administrative Council enters a final order determining this adopted amendment to be in compliance in accordance with Chapter 163.3184 F.S. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before this plan amendment has become effective.



**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ON THIS 5<sup>th</sup> DAY OF SEPTEMBER 2023.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Constance Butler, Mayor

ATTEST:

\_\_\_\_\_  
Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, THIS 19<sup>TH</sup> DAY OF SEPTEMBER 2023.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Constance Butler, Mayor

ATTEST:

\_\_\_\_\_  
Erin West, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
L. J. Arnold, III, City Attorney

EXHIBIT "A"

A parcel of land situated in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 3, 4 and 5, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof, recorded in Plat Book 1 pages 31 through 34 of the public records of said County, together with part of Lots 2, 3, 4 and 5, Block 4, South Green Cove Springs, according to map thereof recorded in Deed Book "Z" page 748 of said public records, and a portion of River Road as shown on said plats, said parcel being more particularly described as follows:

Commence at the intersection of the Easterly right of way line of State Road No. 15 (U.S. Highway No. 17) with the Southerly line of State Road No. 16; thence on said Southerly line, North 79 degrees 05 minutes 46 seconds East, 678.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 370.00 feet to the Point of Beginning; thence continue South 10 degrees 54 minutes 14 seconds East, 398.00 feet; thence North 79 degrees 05 minutes 46 seconds East, 27.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 262.70 feet; thence North 79 degrees 05 minutes 46 seconds East, 918.22 feet; thence North 34 degrees 26 minutes 00 seconds East, 97.16 feet; thence North 10 degrees 54 minutes 14 seconds West, 258.24 feet; thence South 79 degrees 05 minutes 46 seconds West, 86.77 feet; thence North 10 degrees 54 minutes 14 seconds West, 379.17 feet; thence South 79 degrees 05 minutes 46 seconds West, 481.82 feet; thence South 10 degrees 54 minutes 14 seconds East, 45.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 445.74 feet to the point of beginning.

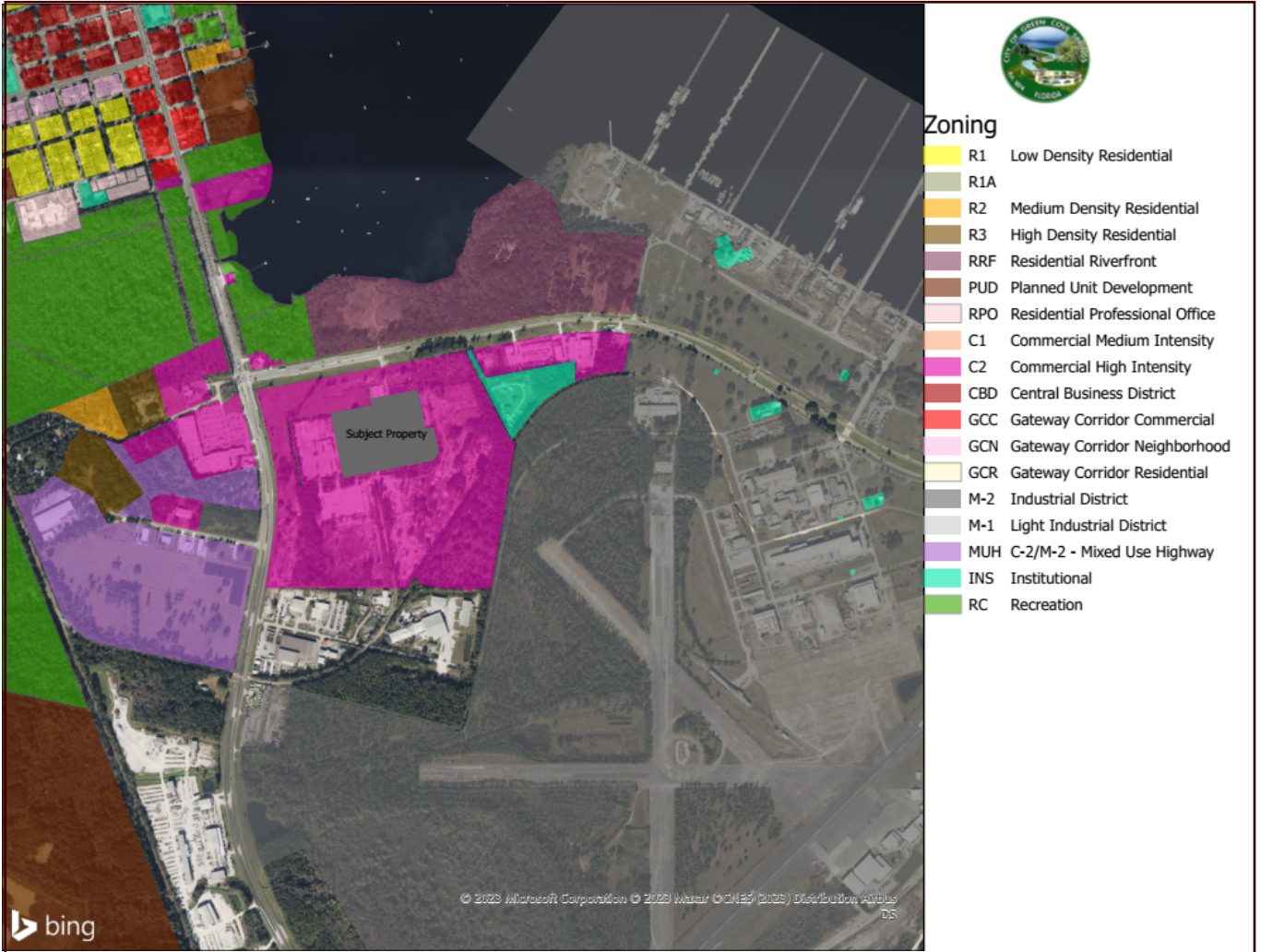
TOGETHER WITH A NON-EXCLUSIVE EASEMENT DESCRIBED AS FOLLOWS:

Easement "A-2"

An easement for ingress, egress and utilities covering a parcel of land consisting of a portion of Block 1, Gould T. Butlers survey of the Clinch Estate, Clay County, Florida, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, a portion of Block 4, South Green Cove Springs, according to plat thereof recorded in Deed Book "Z", page 748 of said public records, and a portion of River Road as shown on said plats, said parcel being more particularly described as follows:

Commence at the intersection of the Easterly right of way line of State Road No. 15 (U.S. Highway No. 17) with the Southerly R/W line of State Road No. 16; thence on said Southerly R/W line, North 79 degrees 05 minutes 46 seconds East, 1277.20 feet to the Point of Beginning; thence continue on said Southerly R/W line, North 79 degrees 05 minutes 46 seconds East 30.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 325.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 30.00 feet; thence North 10 degrees 54 minutes 14 seconds West, 325.00 feet to the point of beginning.

# EXHIBIT "B"





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** Planning and Zoning Commission **MEETING DATE:** August 22, 2023

**FROM:** Michael Daniels, AICP, Planning & Zoning Director

**SUBJECT:** Small Scale Future Land Use Amendment and Rezoning for property located at the Southeast corner of US 17 and SR 16 for approximately 43.12 acres of a portion of parcel #016541-003-00.

Future Land Use Amendment: from: Mixed Use  
to: Industrial

Zoning Amendment: from: C-2, General Commercial  
to: M-2, Heavy Industrial

### PROPERTY DESCRIPTION

**APPLICANT:** David Smith, Louis L Huntley Enterprises **OWNER:** Louis Ward Huntley

**PROPERTY LOCATION:** 1300 Block of Energy Cove Court

**PARCEL NUMBER:** 016451-000-00

**FILE NUMBER:** FLUS-23-005 & ZON-23-0006

**CURRENT ZONING:** C-2 General Commercial

**FUTURE LAND USE DESIGNATION:** Mixed Use

### SURROUNDING LAND USE

<b>NORTH:</b>	FLU: MIXED USE Z: C-2 Use: Undeveloped	<b>SOUTH:</b>	FLU: INDUSTRIAL (COUNTY) Z: Heavy Industrial Use: Undeveloped
<b>EAST:</b>	FLU: MIXED USE REYNOLDS PARK Z: M-2 Use: Reynolds Airpark	<b>WEST:</b>	FLU: MIXED USE Z: C-2 Use: Undeveloped

## BACKGROUND

The applicant has applied for a Future Land Use and Zoning Change for the subject property for the construction of industrial development. The property includes an extension of the CSX Rail line which runs south to north located in the eastern portion of the property. The rail line is owned by the City and is in disrepair. The applicant has expressed an interest in entering an agreement with the City to repair the existing Rail line and add a Railroad spur to serve potential future Industrial users on the property. These actions would require a separate agreement to be approved by the City.

The property is currently undeveloped, The property is sparsely wooded with the exception of the area to the east of the railroad tracks which has a thick tree cover.

The property is surrounded by the HLM property on all sides. Property access to US 17 is available to the west of the subject property which is under the same ownership.

All proposed new development will be required to meet the City’s Site Development Plan code requirements and be submitted to the Planning Commission and City Council for approval.

The site is located within the City’s Water, Sewer, and Electric Service Boundaries. It will be served by the City’s sanitation services.

Additionally, the applicant has submitted the following future land use and rezoning requests:

<b>Application #</b>	<b>Description</b>
FLUS-23-005	Future Land Use Application from Mixed Use to Industrial
ZON-23-006	Rezoning Application from C-2 General Business to M-2 Heavy Industrial

Aerial

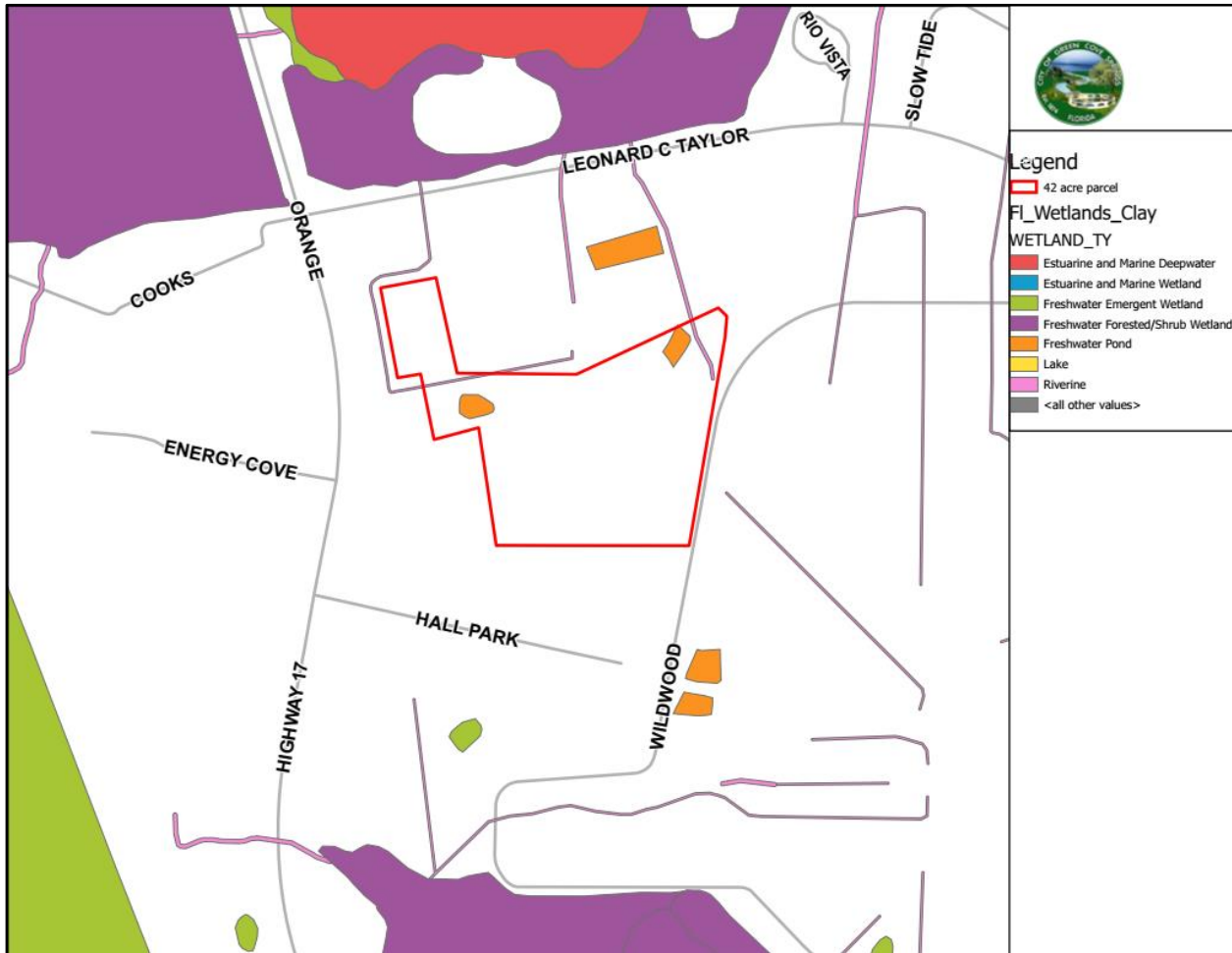


# Environmental Conditions Analysis

## Maps of Environmental Features

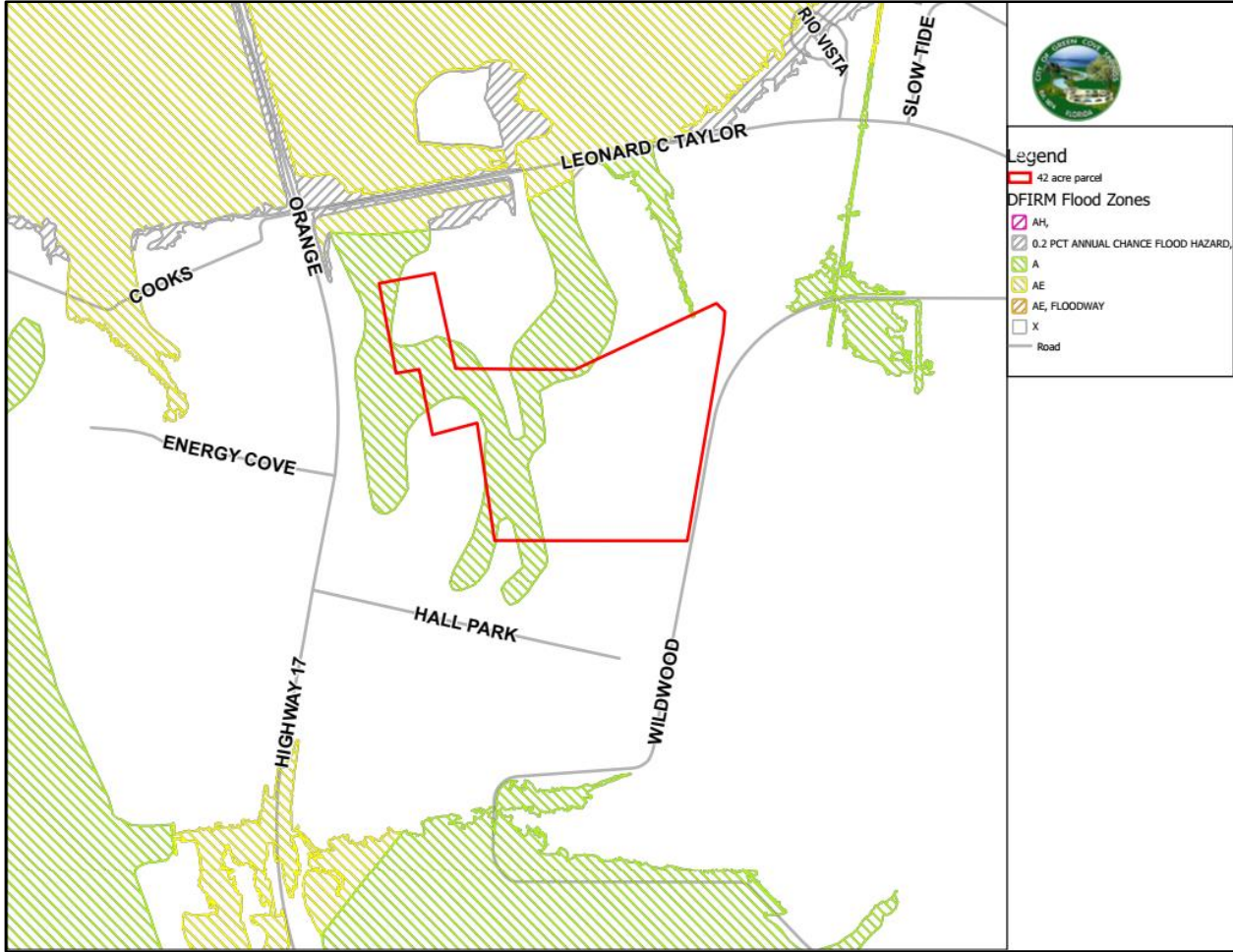
### Wetlands

There are wetlands located in the northeast area and western portions of the property.



**Floodplain**

A portion of the subject property is located in Flood zone A which are areas subject to inundation by the 1 percent annual chance flood event generally determined using approximate methodologies.



**Additional Environmental Issues:**

The Florida Department of Environmental Protection (FDEP) became aware of groundwater contamination on the property in July 2015 and subsequently provided a Declaration of Restrictive Covenant on the property which was recorded with the Clay County Clerk of Court in March 2020 and is attached for your review. Pursuant to FDEP’s investigation chlorinated hydrocarbons were detected on the subject property and adjacent property as set forth in Exhibit D of the 1<sup>st</sup> Amendment to the DRCGCS Town Center which is enclosed. In April of 2022, a Conditional Site Rehabilitation Completion Order was approved by FDEP that limited the contamination issue to the groundwater. As a result, the following improvements are prohibited without meeting the requirements set forth in the Completion Order:

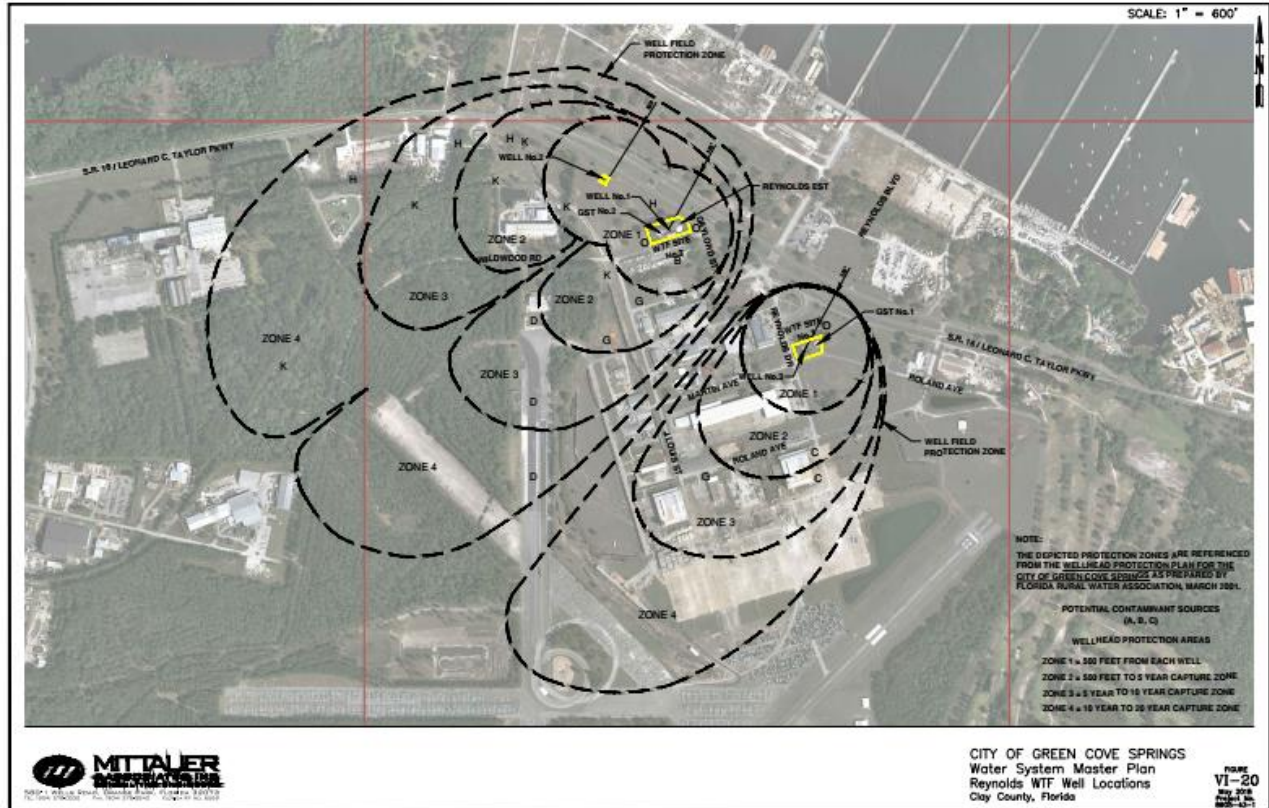
- a) Dewatering activities



- b) Stormwater management systems (including swales and ditches) can be constructed.
- c) Drinking, irrigation or monitoring well installation.

Wellfield Protection Zone

The project site is located within Zone 4 of the wellfield protection zone.



**URBAN SPRAWL ANALYSIS**

Section 163.3177, Florida Statutes, requires that any amendment to the Future Land Use Element to discourage the proliferation of urban sprawl. Section 163.3177(6)(a)9.a., Florida Statutes, identifies 13 primary urban sprawl indicators and states that, “[t]he evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality...”

An evaluation of each primary indicator is provided below.

(I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

**Evaluation & Findings:** The proposed amendment will revise the FLUM designation to Industrial. The area along the US 17 and SR 16 Corridors will remain as Mixed Use allowing for a mix of uses but at the same time allowing for increased employment opportunities.

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

**Evaluation & Findings:** The project site is located within the US 17 Corridor that is currently Land Used and Zoned for predominantly commercial/industrial development. The project site is located within the City's water and sewer and electric urban service areas.

(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

**Evaluation & Findings:** The proposed Industrial designation allows for industrial uses, thereby providing a balance of uses to complement the Mixed Use designation adjacent along the US 17 and SR 16 Corridors.

(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

**Evaluation & Findings:** The site has existing wetlands, floodplains and is within the wellhead protection area. In order to ensure that natural resources are protected, a site specific land use amendment requiring future development to comply with Development Restrictions regarding protecting groundwater.

(V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

**Evaluation & Findings:** The project site is located within an urban area with surrounding commercial development. There are no adjacent agricultural areas and activities.

(VI) Fails to maximize use of existing public facilities and services.

**Evaluation & Findings:** With the project site being located within an area with existing development, the proposed development will utilize existing public facilities and services.

(VII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

**Evaluation & Findings:** The project site is located within an existing commercial area with existing public facilities and services. The proposed development will utilize existing public facilities and services and shall mitigate for the increase in time, money, and energy for providing and maintaining these facilities through the payment of impact fees for utilities including roads, government services, and on-going ad valorem taxes.

(VIII) Fails to provide a clear separation between rural and urban uses.

**Evaluation & Findings:** The site is located within the City’s water and sewer and electric urban service areas and is not adjacent to any rural zoned properties.

(X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

**Evaluation & Findings:** The proposed application will not discourage infill development and is located within an existing developed area.

(XI) Fails to encourage a functional mix of uses.

**Evaluation & Findings:** The project site is located will allow for industrial uses in an area that is suitable for industrial development.

(XII) Results in poor accessibility among linked or related land uses.

**Evaluation & Findings:** The project site shall have access via an easement to SR 16.

(XIII) Results in the loss of significant amounts of functional open space.

**Evaluation & Findings:** All proposed development shall comply with the City’s landscape ordinance to ensure there shall be open space provided within the development.

In addition to the preceding urban sprawl indicators, Florida Statutes Section 163.3177 also establishes eight (8) “Urban Form” criteria. An amendment to the Future Land Use Map is presumed to not be considered urban sprawl if it meets four (4) of the (8) urban form criteria. These urban form criteria, and an evaluation of each as each may relate to this application, are provided below. The applicant has provided an analysis of the application’s consistency with Section 163.3177 within the application materials, and contends that the proposed amendment will not encourage urban sprawl by showing it meets four of the eight urban form criteria.

1. Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

**Evaluation & Findings:** The project site is located within the City’s water and sewer and electric urban service areas which have been planned to accommodate growth which allows for the preservation of the natural resources of outlying areas. In addition, all new development shall comply with the City’s landscaping, tree preservation and resource protection ordinances.

2. Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

**Evaluation & Findings:** This application, as well as the companion rezoning application, will result in utilizing existing public infrastructure and existing services.

3. Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

**Evaluation & Findings:** Sidewalks are provided along US 17 and shall be provided as part of future development along SR 16.

Promotes conservation of water and energy.

**Evaluation & Findings:** The project site is located within an urban area with surrounding commercial development. Development in core urban areas reduces the pressure to develop in areas further outside of the urban areas.

5. Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

**Evaluation & Findings:** The project site is located within an urban area with surrounding development. There are no adjacent agricultural areas and activities. Development in core urban areas reduces the pressure to develop in agricultural areas.

6. Preserves open space and natural lands and provides for public open space and recreation needs.

**Evaluation & Findings:** All proposed development shall comply with the City’s landscape ordinance to ensure there shall be open space provided within the development.

7. Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

**Evaluation & Findings:** The proposed site is located within close proximity to a variety of nonresidential uses. The proposed development will provide additional employment opportunities to the residents of this community, providing a balance of land uses to the area.

8. Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

**Evaluation & Findings:** N/A

**CONSISTENCY WITH THE COMPREHENSIVE PLAN**

The following Goals, Objectives, and Policies (GOPs) support the proposed amendment to the Future Land Use Map of the City of Green Cove Springs Comprehensive Plan:

**FUTURE LAND USE ELEMENT**

**Goal 1:** To develop and maintain land use programs and activities to provide for the most appropriate use of the land and direct growth to suitable areas while protecting the public, health, safety and welfare of the public.

**Objective 1.1. New development and Redevelopment shall directed to appropriate areas of the City.**

e. Industrial (IND): This FLUC is intended to accommodate primarily light and heavy manufacturing, distribution, and storage, in addition to heavy commercial and professional office uses. iii. Density: NA iv. Maximum Intensity: 0.6 FAR

**Objective 1.2.** The City shall strive to cultivate a sustainable land use pattern by preventing the proliferation of urban sprawl, ensuring the efficient provision of services, and implementing smart growth principles.

**Policy 1.2.1.** The location and timing of new development and the issuance of permits shall be coordinated with the availability of public facilities through implementation of various smart growth management measures.

**Policy 1.2.6.** The City shall require new development to connect to the City’s centralized potable water and sanitary sewer system.

**Policy 1.2.7.** The City shall condition development orders upon the provision of essential facilities and services which meet and would not result in the failure of each service’s established level of service (LOS).

**Policy 1.2.8.** The City shall ensure the availability and protection of lands designated for the future expansion of public infrastructure.

**Objective 1.4.** The City shall strive to preserve its natural resources.

**Policy 1.4.5.** Development orders shall not be issued in areas where soils conditions are not adequate for building construction, drainage, roads, and other development-related facilities.

**TRANSPORTATION ELEMENT**

**Policy 2.3.1.** The City shall rely on level of service (LOS) standards adopted in the Capital Improvements Element to ensure that acceptable traffic conditions are maintained\*.

\*The City is in the process of implementing a mobility plan and fee for new development to ensure that needed transportation improvements are provided to ensure that the City is addressing transportation congestion issues and providing for multimodal improvements.

**Policy 2.5.3.** The City shall review development applications to ensure that adequate capacity is available to serve the proposed project. The latest version of Trip Generation Manual published by the Institute of Transportation Engineers (ITE) shall be used to determine the number of trips that the proposed development will produce or attract.

**SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER, AND AQUIFER RECHARGE ELEMENT**

**Objective 4.2.** The City shall continue to provide safe and adequate sanitary sewer service to all existing and future developments located within the City limits. Existing Sanitary Sewer deficiencies shall be scheduled for correction in the Capital Improvements Element.

**Policy 4.2.1** All Future Development shall be required to connect to the City’s Sanitary Sewer Collection

**Policy 4.2.1.** All Future Development shall be required to connect to the City’s Sanitary Sewer Collection.

**Objective 4.6.** Future Development shall be required to connect with central water systems and provide stormwater facilities which maximize the use of existing facilities and discourage urban sprawl.

**Policy 4.6.1.** The City shall annually monitor the condition of level of service standards for solid waste, potable water, wastewater, and stormwater facilities. The Planning and Zoning Department shall be assigned the task of reviewing all development orders to determine their current and future impacts on the capacities of existing public facilities.

**Policy 4.6.2.** No permit shall be issued for new development which will result in an increase in demand on deficient capacities or if adequate facility capacities for solid waste, potable water, sanitary sewer, and drainage facilities are not available prior to or concurrent with the development's impact.

**CONSERVATION ELEMENT**

**Policy 5.3.2.** The City shall ensure that public potable water wellfields will be located in areas where they will be least impacted by development and contamination.

**Policy 5.4.3.** The City shall prohibit development activities that would potentially endanger lives, and/or harm property, water quality and quantity.

**INTERGOVERNMENTAL COORDINATION ELEMENT**

**Objective 7.1.** The City shall act to ensure that all planning and development related activities are coordinated with the comprehensive plan or any other plans of Clay County, the Northeast Florida Regional Council (NEFRC), and the School Board.

**Policy 7.1.1.** Maintain procedures to review comprehensive plans and comprehensive plan amendments of the County and the plans of the Clay County School Board and the Northeast Florida Regional Council.

**ECONOMIC DEVELOPMENT ELEMENT**

**Policy 9.1.6.** Continue collaboration through the Clay County EDC and the Clay County Chamber of Commerce with Florida Chamber of Commerce and Enterprise Florida Inc for sector strategy development, regional incentive updates and statewide attraction and site selection programs.

**Objective 9.5.** The City shall collaborate economic development efforts with state, regional and local partners to foster a system of enhanced communication and partnerships within the Northeast Florida region.

**PRIVATE PROPERTY RIGHTS ELEMENT**

**Objective 10.1.** The City shall recognize that each property owner has constitutionally protected private property rights and shall consider these property rights in local decision making by referring to a set of statement of rights identified in this element.

**Policy 10.1.1.** The following rights shall be considered in local decision making:

- a. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
- b. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

- c. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
- d. The right of a property owner to dispose of his or her property through sale or gift.

## PUBLIC FACILITIES IMPACT

### Traffic Impacts

Land Use <sup>1</sup> (ITE)	Square Footage/Dwelling Units	Daily		AM Peak		PM Peak	
		Rate	Trips	Rate	Trips	Rate	Trips
Industrial	1,105,553	6.83	7,513	.82	902	.85	935
Shopping Center**	1,843,024	42.70	47,184	.96	1,061	3.71	4,100

1. Source: Institute of Transportation Engineers: Trip Generation Manual 9<sup>th</sup> Edition

**Conclusion:** There are no development plans at this time as a result, the traffic impacts were calculated two: the maximum floor area ratio (1.0)\* based on the assumption of a Shopping Center at a maximum FAR of 1.0 per the comprehensive plan requirements and a separate calculation was made based on a maximum of a .6 FAR for an Industrial Park. The proposed change in Land Use shows a much lower impact on the adjacent roadways.

### Potable Water Impacts

#### Industrial

System Category	Gallons Per Day (GPD)
Current Permitted Capacity <sup>1</sup>	4,200,000
Less actual Potable Water Flows <sup>1</sup>	1,013,000
Residual Capacity <sup>1</sup>	3,187,000
Projected Potable Water Demand from Proposed Project <sup>2</sup>	71,874
<b>Residual Capacity after Proposed Project</b>	<b>3,115,126</b>

1. Source: City of Green Cove Springs Public Works Department

2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: .11 x sq ft (based on historical data)

**Conclusion:** The impact was calculated based on potential industrial uses. As shown in the table above, there is adequate capacity this use type. The City has existing water lines installed at this location.

Sanitary Sewer Impacts – South Plant WWTP

Commercial

System Category	Gallons Per Day (GPD)
Current Permitted Capacity <sup>1</sup>	350,000
Current Loading <sup>1</sup>	270,000
Committed Loading <sup>1</sup>	330,000
Projected Sewer Demand from Proposed Project <sup>2</sup>	71,874
<b>Residual Capacity after Proposed Project</b>	<b>-321,874</b>

1. Source: City of Green Cove Springs Public Works Department
2. Source: City of Green Cove Springs Comprehensive Plan. Formula Used: .11 x sq ft (based on historical data)

**Conclusion:** The impact was calculated based on potential commercial or residential uses. The project site is served by the South Plant Wastewater Treatment Plant (WWTP). As shown in the table above, when factoring in the current loading and the committed loading, this WWTP is over capacity to handle the estimated impacts resulting from the proposed application. The committed loading is related to the Rookery Development which will be completed in two years prior to the commencement of this project. At such time, the Rookery capacity will be served by a new wastewater treatment facility provided by the Clay County Utility Authority. Once the facility is built, the capacity temporarily reserved to the Rookery shall be available for this development. In addition, the remaining demand will be sent via force main to the Harbor Road plant, where the City has an excess capacity of approximately 700,000 gallons per day. As a result, there is adequate capacity. The City has existing sewer lines at this location.

Solid Waste Impacts

Commercial

System Category	LBs Per Day / Tons per Year
Solid Waste Generated by Proposed Project <sup>1</sup>	None
Solid Waste Facility Capacity <sup>2</sup>	Minimum 3 Years Capacity

1. Source: City of Green Cove Springs does not provide commercial sanitation services, prospective sanitation collection franchisees shall comply with City Code Section 66-10.

Solid Waste Impacts

The City of Green Cove Springs’ solid waste is disposed of at the Rosemary Hill Solid Waste Management Facility operated by Clay County. Per the Clay County Comprehensive Plan, a minimum of three (3) years capacity shall be maintained at the County’s solid waste management facility. For commercial developments, the City does not provide Curbside Service; commercial locations must instead contract with an approved franchisee for containerized collection.

**Conclusion:** The proposed future land use amendment and rezoning are not expected to negatively impact the City’s adopted LOS or exceed the County solid waste management facility’s capacity.

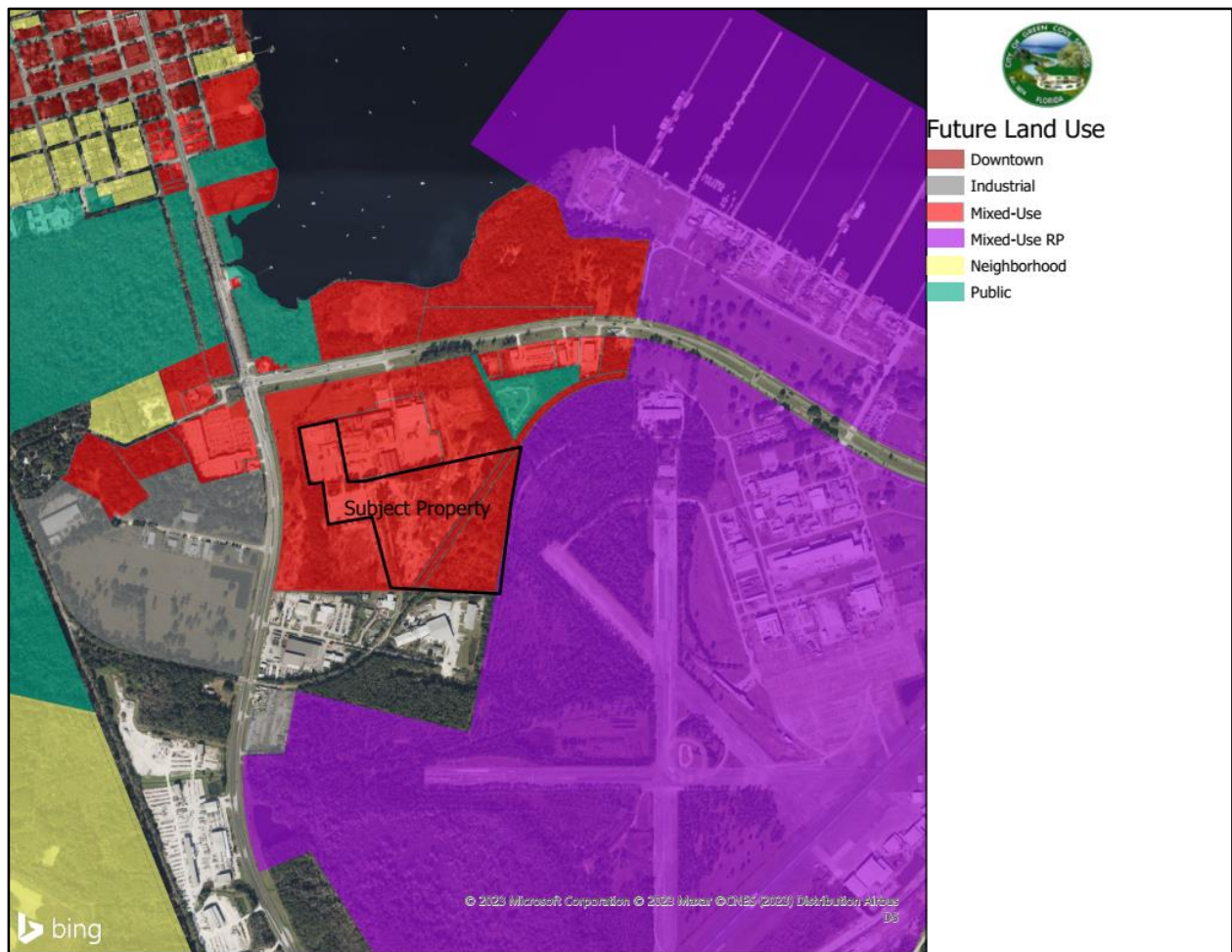
**Compatibility**

The Subject Property in addition to the companion application (FLUS-23-005 and ZON-23-006) are located adjacent to a Mixed Use Land Use District to the north and west, to the south are industrial uses located along Hall Park Road and to the east the property is adjacent the Reynolds AirPark which is zoned Industrial. The property line of the proposed request is within 400’ of an existing Runway. The Reynolds Air Park is a private airport operated by Pegasus Technology,

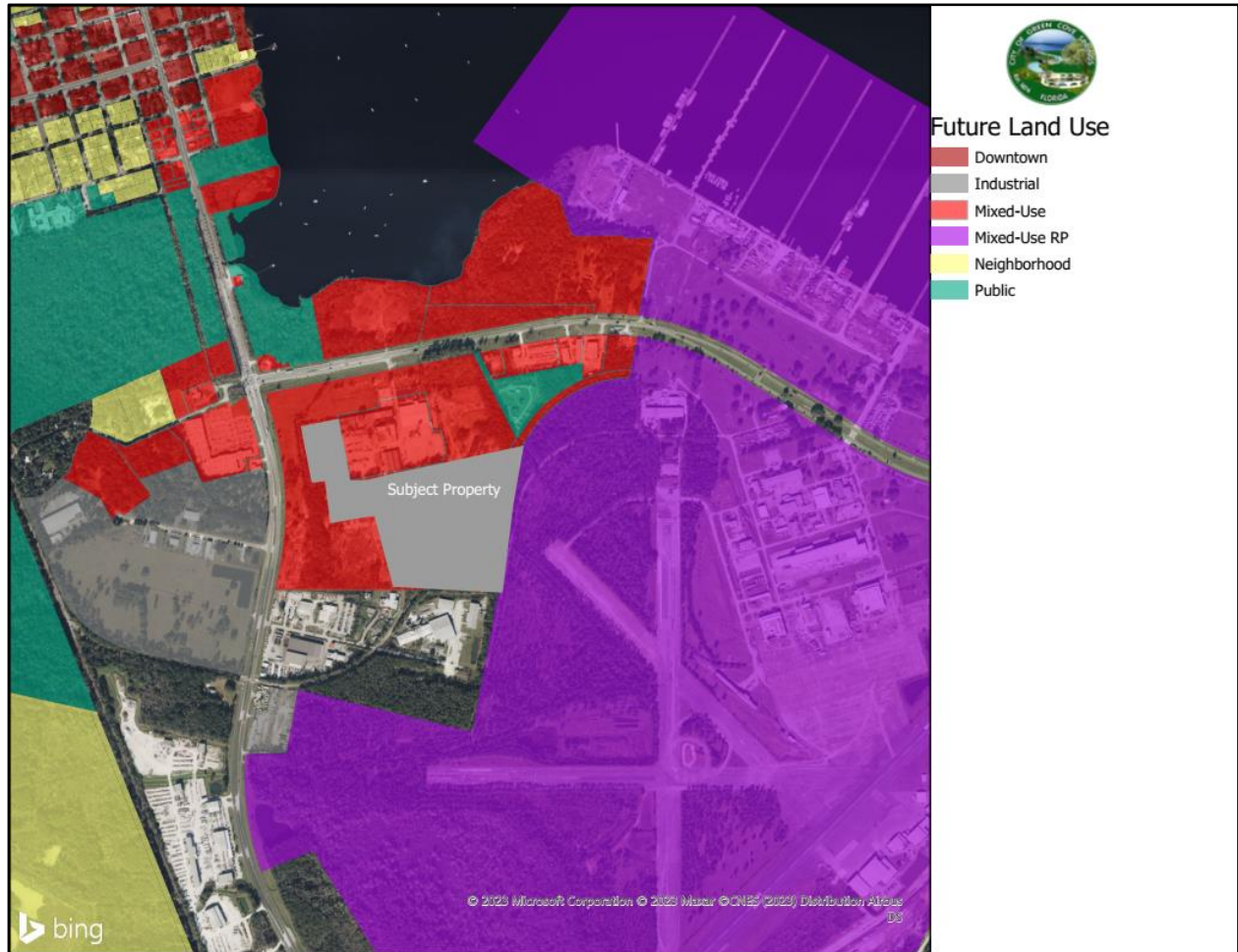


Inc., who is a tenant of the landowner, Clay County Port, Inc. The airport is not open to the public and therefore is not required to have an Airport Master Plan as is required for a Public use airport pursuant to Chapter 333 of the Florida Statutes. Regardless of the fact that the Airpark is a private airport, proposed development within that area will be reviewed to ensure compatibility with the existing facility. In addition, the subject property included a Railroad line which is conducive for Industrial Development and the adjacent property, the “companion application” had previously been used as a Manufacturing facility. The property along US 17 and SR 16 shall remain as commercial properties in keeping with providing a commercial gateway into the City. As a result, the proposed Future Land Use and Zoning application is suitable for the property and compatible with the surrounding uses.

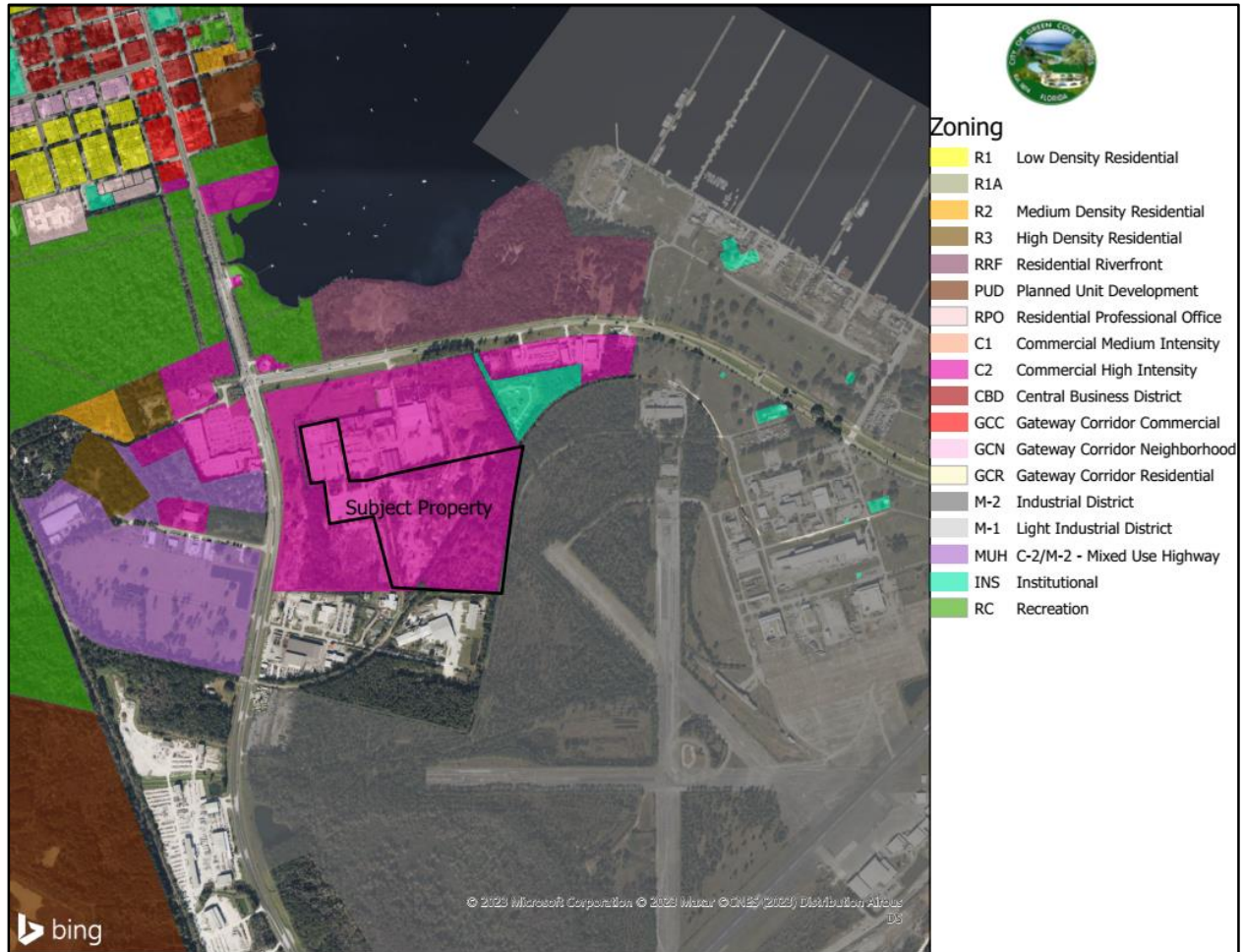
### Existing Future Land Use



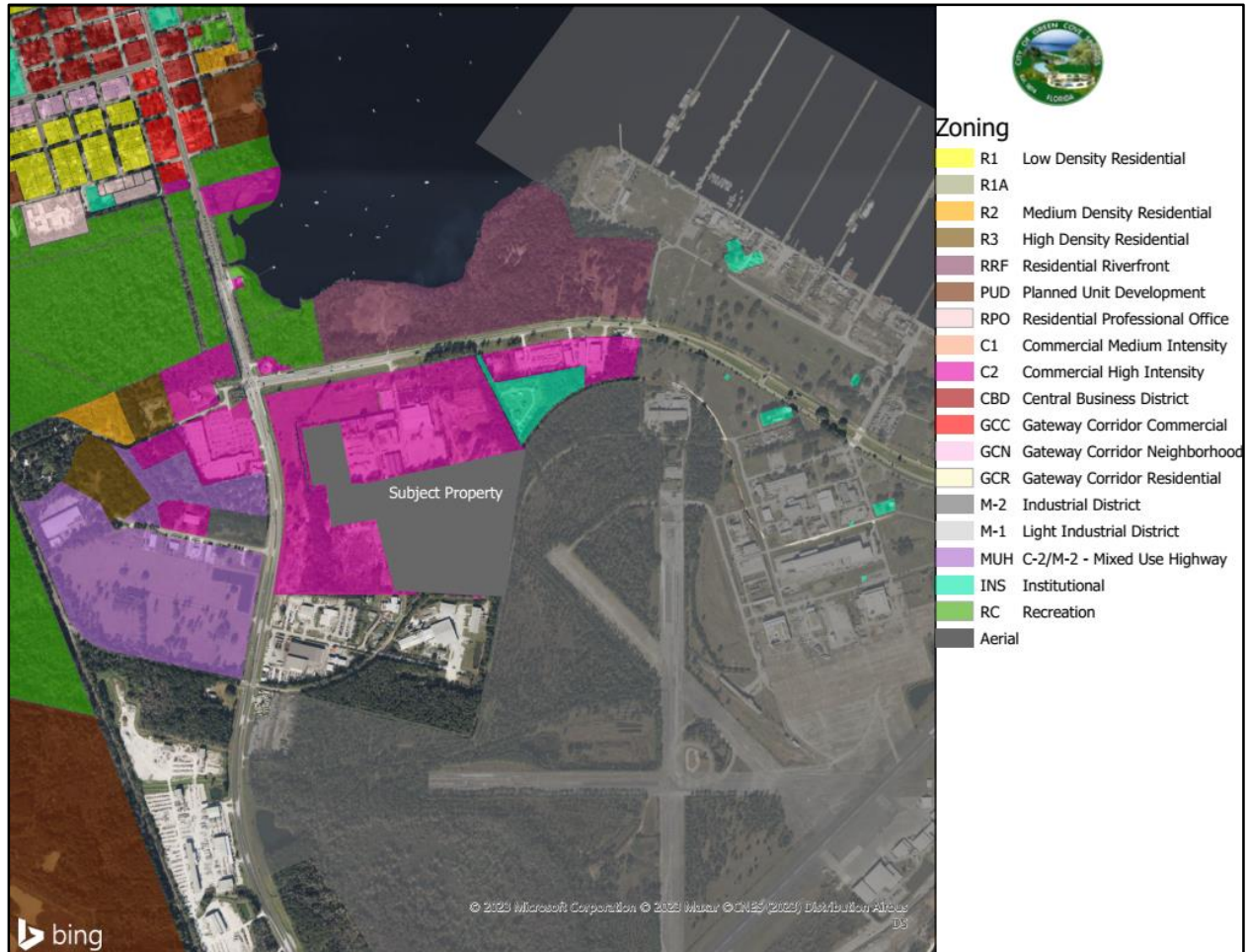
### Proposed Future Land Use



### Existing Zoning



### Proposed Zoning



## STAFF RECOMMENDATION

Staff recommends approval of the Future Land Use designation from Mixed Use to Industrial and the Zoning Amendment from C-2, General Commercial to M-2 Heavy Industrial.

### **RECOMMENDED MOTIONS:**

#### **Future Land Use**

Recommend to City Council approval of ordinance O-30-2023, to amend the Future Land Use of the property described therein from Mixed Use to Industrial

#### **Zoning**

Recommend to City Council approval of ordinance O-31-2023 to amend the Zoning of the property described therein from C-2, General Commercial to M-2 Heavy Industrial.



<b>FOR OFFICE USE ONLY</b>	Item # 3.
Received Date _____	
Application #: _____	
Acceptance Date: _____	
Review Date: SRDT _____ P & Z _____ CC _____	

## Small Scale Future Land Use Map Amendment Application

### A. PROJECT

1. Project Name: HLM INDUSTRIAL REZONE
2. Address of Subject Property: LEONARD C TAYLOR PKWY
3. Parcel ID Number(s): (A PORTION OF) 38-06-26-016451-003-00
4. Existing Use of Property: INDUSTRIAL MANUFACTURING *1/16/23*
5. Future Land Use Map Designation: ~~INDUSTRIAL LAND USE~~ MIXED USE
6. Existing Zoning Designation: ~~CH-1 COMMERCIAL HIGH INTENSITY~~ C2 GENERAL COMMERCIAL
7. Proposed Future Land Use Map Designation: INDUSTRIAL (IND)
8. Acreage (must be 50 acres or less): 31 +/- + 11 +/- = 42.21

### B. APPLICANT

1. Applicant's Status  Owner (title holder)  Agent
2. Name of Applicant(s) or Contact Person(s): WARD HUNTLEY Title: OWNER  
 Company (if applicable): HLM INVESTMENTS  
 Mailing address: 1890 KINGSLEY AVE., STE. 102  
 City: ORANGE PARK State: FL ZIP: 32073  
 Telephone: (904) 272-0435 e-mail: A.VAUGHN@MMSEJAX.COM
3. If the applicant is agent for the property owner\*  
 Name of Owner (title holder): \_\_\_\_\_  
 Mailing address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 Telephone: ( ) \_\_\_\_\_ e-mail: \_\_\_\_\_

\* Must provide executed Property Owner Affidavit authorizing the agent to act on behalf of the property owner.

### C. ADDITIONAL INFORMATION

1. Is there any additional contract for sale of, or options to purchase, the subject property?  
 Yes  No If yes, list names of all parties involved:  
 If yes, is the contract/option contingent or absolute?  
 Contingent  Absolute

**D. ATTACHMENTS**

1. Statement of proposed change, including a map showing the proposed Future Land Use Map change and Future Land Use Map designations on surrounding properties
2. A map showing the zoning designations on surrounding properties
3. A current aerial map (Maybe obtained from the Clay County Property Appraiser.)
4. Legal description with tax parcel number.
5. Boundary survey
6. Warranty Deed or the other proof of ownership
7. Fee.
  - a. \$750, plus
  - b. All applications are subject 10% administrative fee and must pay the cost of postage, signs, advertisements and the fee for any outside consultants.

No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any fees necessary for technical review or additional reviews of the application by a consultant will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any action of any kind on the development application.

**All attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.**

I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge.

*[Signature]*  
Signature of Applicant

\_\_\_\_\_  
Signature of Co-applicant

Ward Huntley  
Typed or printed name and title of applicant

\_\_\_\_\_  
Typed or printed name of co-applicant

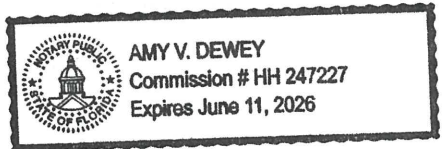
6-5-23  
Date

\_\_\_\_\_  
Date

State of FL County of Clay

The foregoing application is acknowledged before me this 5<sup>TH</sup> day of JUNE, 2023 by WARD HUNTLEY, who is/are personally known to me, or who has/have produced \_\_\_\_\_ as identification.

NOTARY SEAL



*[Signature]*  
Signature of Notary Public, State of FL



<b>FOR OFFICE USE ONLY</b>		Item # 3.
P Z File #	_____	
Application Fee:	_____	
Filing Date:	_____ Acceptance Date: _____	
Review Date:	SRDT _____ P & Z _____ CC _____	

# Rezoning Application

## A. PROJECT

- Project Name: HLM INDUSTRIAL REZONING
- Address of Subject Property: LEONARD C TAYLOR PARKWAY
- Parcel ID Number(s): (A PORTION OF) 38-06-26-016451-003-00
- Existing Use of Property: INDUSTRIAL MANUFACTURING ~~INDUSTRIAL LAND USE~~ MIXED USE
- Future Land Use Map Designation: INDUSTRIAL LAND USE ~~INDUSTRIAL LAND USE~~ MIXED USE
- Existing Zoning Designation: C2 GENERAL COMMERCIAL ~~C2 GENERAL COMMERCIAL~~
- Proposed Zoning Designation: M2 HEAVY INDUSTRIAL ~~INDUSTRIAL (IND)~~
- Acreage: 31 +/- + 11 +/- = 43.21 ACRES

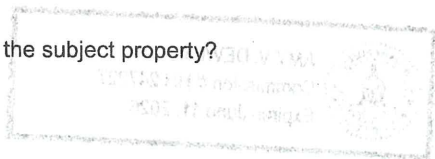
## B. APPLICANT

- Applicant's Status:  Owner (title holder)  Agent
- Name of Applicant(s) or Contact Person(s): WARD HUNTLEY Title: OWNER  
 Company (if applicable): HLM INDUSTRIAL INVESTMENTS  
 Mailing address: 1890 KINGSLEY AVENUE, STE. 102  
 City: ORANGE PARK State: FL ZIP: 32073  
 Telephone: 904 272-0435 FAX: 904 272-4988 e-mail: A.VAUGHN@MMSEJAX.COM
- If the applicant is agent for the property owner\*  
 Name of Owner (titleholder): \_\_\_\_\_  
 Mailing address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_ e-mail: \_\_\_\_\_

\* Must provide executed Property Owner Affidavit authorizing the agent to act on behalf of the property owner.

## C. ADDITIONAL INFORMATION

- Is there any additional contact for sale of, or options to purchase, the subject property?  
 Yes  No If yes, list names of all parties involved:  
 If yes, is the contract/option contingent or absolute?  
 Contingent  Absolute





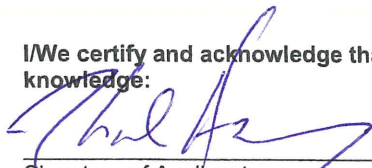
D. ATTACHMENTS

1. Statement of proposed change, including a map showing the proposed zoning change and zoning designations on surrounding properties
2. A current aerial map (Maybe obtained from the Clay County Property Appraiser.)
3. Plat of the property (Maybe obtained from the Clay County Property Appraiser.)
4. Legal description with tax parcel number.
5. Boundary survey
6. Warranty Deed or the other proof of ownership
7. Fee.
  - a. \$750 plus \$20 per acre over 5
  - b. All applications are subject 10% administrative fee and must pay the cost of postage, signs, advertisements and the fee for any outside consultants.

No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any fees necessary for technical review or additional reviews of the application by a consultant will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any action of any kind on the development application.

**All 7 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.**

I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge:

  
 \_\_\_\_\_  
 Signature of Applicant

\_\_\_\_\_  
 Signature of Co-applicant

Ward Huntley  
 \_\_\_\_\_  
 Typed or printed name and title of applicant

\_\_\_\_\_  
 Typed or printed name of co-applicant

6-5-23  
 \_\_\_\_\_  
 Date


\_\_\_\_\_  
 Date

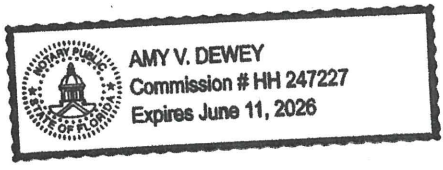
State of FL County of CLAY

The foregoing application is acknowledged before me this 5<sup>th</sup> day of JUNE, 2023 by L WARD

HUNTLEY, who is/are personally known to me, or who has/have produced \_\_\_\_\_ as identification.

NOTARY SEAL  
 \_\_\_\_\_

  
 \_\_\_\_\_  
 Signature of Notary Public, State of FL





MAP OF  
Parcel "A"  
A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Sections 39 and part of Lots 2 and 3, Block 1, Gould T., Butlers survey of the Clinch Estate, according to plat recorded in Plat Book 1, pages 31 through 34 of the public records of said county, together with part of Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12 and 13, Block 4, and part of Lots 8 and 9, Block 1, according to plat of South Green Cove Springs, recorded in said records in Deed Book 'Z', page 748, also part of River Road, part of Palmetto Street and part of Chestnut Avenue, as shown on both of said plats, said parcel being more particularly described as follows:

Commence at the intersection of the southerly line of State Road No. 16 with the easterly line of State Road No. 15; thence on the southerly line of State Road No. 16, North 79 degrees 05 minutes 46 seconds East, 2,150.00 feet; thence South 27 degrees 10 minutes 14 seconds East 958.08 feet to the northwesterly line of a CSX Transportation Spur Tract as described in Official Records Book 75, page 87 of said public records; thence on said northwesterly line, South 34 degrees 26 minutes 00 seconds West, 157.88 feet to the point of beginning; thence continue on said northwesterly line, South 34 degrees 26 minutes 00 seconds West, 1,699.00 feet; thence North 89 degrees 32 minutes 05 seconds West, 192.45 feet; thence North 10 degrees 51 minutes 41 seconds West, 789.91 feet; thence South 78 degrees 30 minutes 34 seconds West, 490.80 feet; thence North 11 degrees 29 minutes 26 seconds West, 407.11 feet; thence South 79 degrees 01 minute 50 seconds West, 103.02 feet; thence North 10 degrees 58 minutes 10 seconds West, 599.78 feet; thence North 79 degrees 30 minutes 26 seconds East, 367.10 feet to the southwesterly line of those lands described in Official Records Book 4538, page 312 of said public records; thence on said southwesterly line, South 10 degrees 54 minutes 14 seconds East, 369.96 feet; thence continue on said southwesterly line, South 10 degrees 54 minutes 14 seconds East, 262.70 feet to the southeasterly line thereof; thence on said southeasterly line, and on a northeasterly extension thereof, North 79 degrees 05 minutes 46 seconds East, 1,601.08 feet to the point of beginning; being 31.23 acres, more or less, in area.

Parcel "B"  
A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Sections 39 and part of Lot 6, Block 1, Gould T., Butlers survey of the Clinch Estate, according to plat recorded in Plat Book 1, pages 31 through 34 of the public records of said county, together with part of Lots 7 and 8, Block 4, and part of Lots 9 and 10, Block 1, according to plat of South Green Cove Springs, recorded in said records in Deed Book 'Z', page 748, also part of Lightwood Avenue and part of Chestnut Avenue, as shown on both of said plats, said parcel being more particularly described as follows:

Commence at the intersection of the southerly line of State Road No. 16 with the easterly line of State Road No. 15; thence on the southerly line of State Road No. 16, North 79 degrees 05 minutes 46 seconds East, 2,150.00 feet; thence South 27 degrees 10 minutes 14 seconds East, 1,071.76 feet to the southeasterly line of a CSX Transportation Railroad Spur Tract as described in Official Records Book 75, page 87 of said public records and the point of beginning; thence continue South 27 degrees 10 minutes 14 seconds East, 0.78 feet to the westerly line of those lands described in Official Records Book 111, page 125 of said public records; thence on said westerly line, South 10 degrees 17 minutes 16 seconds West, 1,460.00 feet; thence North 89 degrees 32 minutes 05 seconds West, 720.94 feet to said southeasterly line of CSX Transportation Spur Tract; thence on said southeasterly line, North 34 degrees 26 minutes 00 seconds East, 1,735.44 feet to the point of beginning; being 11.89 acres, more or less, in area.

For: Marketmasters of the Southeast, Inc. June 6, 2023

Scale 1" = 120'

*Harold T. Eiland*  
Harold T. Eiland  
Registered Land Surveyor  
Florida Certificate No. 2518

Note:  
This map was prepared for descriptive purposes only and does not represent an actual survey. Bearings shown hereon are based on the record bearing of N 79°05'46" E for the southerly line of State Road No. 16.

Eiland + Associates, Inc., LB 1351  
Land Surveyors and Mappers  
615 Blanding Boulevard, Orange Park, FL  
Telephone 904-272-1000

5 MIN. RETURN

49

Return to: & Prepared by:  
Head, Moss, Fulton & Noble, P.A.  
1530 Business Center Dr., Ste. 4  
Orange Park, Florida 32003

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
GREEN COVE SPRINGS TOWN CENTER SOUTH

THIS DECLARATION is made and entered into this 18th day of June, 2006, by and between HLM LAND DEVELOPMENT, INC., a Florida corporation, ("Developer"), and HLM INVESTMENTS, LLC ("HLM") with respect to certain real property located in Clay County, Florida, and more particularly described on Exhibit "A" attached hereto ("The Properties").

**RECITALS**

(a) Developer is the contract vendee of The Properties, (pursuant to a Purchase and Sale Agreement between Developer as "Buyer" and HLM as "Seller" dated May 18, 2006, less and except that portion described on Exhibit "B" (the "Out Parcel") and less and except that portion described on Exhibit "C" ("Parcel 16"), and

(b) HLM is the owner of the Out Parcel and Parcel 16, and of the Properties, subject to the rights of Developer as contract vendee, and

(c) Developer and HLM desire by these presents to impose the following covenants, conditions and restrictions on The Properties.

NOW, THEREFORE, the undersigned do hereby declare that The Properties shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I DEFINITIONS

**Section 1. Definitions.** The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings;

(a) "Association" shall mean and refer to GREEN COVE SPRINGS TOWN CENTER SOUTH MAINTENANCE ASSOCIATION, INC., a Florida corporation not-for-profit. References herein to the Association shall be subject to the provisions of Article XI, Section 11 of this Declaration.

(b) "Common Areas" shall mean all property located within The Properties and indicated on the Site Plan attached hereto as Exhibit "E" and made a part hereof as roadways, drainage ways and retention ponds together with the landscaping and any improvements thereon, including, without limitation, all structures, driveways, entrances, landscaped areas and street lights and irrigation systems, if any; (but excluding any public utility installations thereon), all as same may be

located, constructed and developed by Developer and or the Association from time to time hereafter. In addition to the foregoing, the portions of The Properties described in Article IV, Section 6, of this Declaration shall also be deemed to be part of the Common Areas, but only for the purposes set forth in said Section, and not for, inter alia, purposes of title.

Developer will endeavor to specifically identify by recorded legal description, signage, physical boundaries, site plans or other means) the Common Areas of The Properties, but such identification shall not be required in order for a portion of The Properties to be a Common Area hereunder. Without limiting the generality of Section 2 of this article, in the event that Developer determines that a particular portion of The Properties is or is not a Common Area hereunder (in the manner provided in said Section 2). such determination shall be binding and conclusive.

In the event the Association accepts an easement or similar grant over, under or through any portion of The Properties or any property adjacent thereto or in the vicinity thereof, the area subject to such easement shall be deemed Common Areas for the purposes of, but only for the purposes of, the Association performing whatever duties or obligations are stated in, or implied by law with respect to such easement or other grant.

(c) "Developer" shall mean and refer to HLM Land Development, Inc., a Florida general partnership, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of The Properties. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

(d) "Lot" shall mean and refer to a portion of the Properties (as hereinafter defined) which is a distinct parcel and on which a commercial (generally, office, retail, hotel, service or restaurant) structure is or may be built under applicable plat, zoning and other land use restrictions and requirements. The initial Lots are described on Exhibits B, C, and D-1 through D-15, inclusive, which are depicted on the Map of The Properties attached hereto as Exhibit "E". The foregoing shall not include, however, a platted parcel on which there is or may be built a structure intended for the common use of the Owners. A "Lot" shall also mean any specific parcel of land within The Properties designated as such by a Supplemental Declaration to

such effect executed and recorded by the Developer (and joined in by the Owner of such parcel, if different from the Developer). In the event that any Lot is subsequently subdivided by Developer or a future Owner thereof, or is submitted to the Condominium or cooperative form of ownership, , it shall be nevertheless be deemed a single Lot hereunder, as more particularly described in Article IX of this Declaration.

(e) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties. For the purposes of this Declaration, an "Owner" shall also mean a property owners association, a condominium or cooperative association administering a subdivided portion of a Lot or a condominium or cooperative constituting a Lot/Unit as more particularly described in Article IX of this Declaration.

(g) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

(h) "Unit" shall mean and refer to the individual retail, office, hotel, restaurant, service or other structure constructed on the Lot and all appurtenant improvements. A "Unit" shall be deemed a single Unit hereunder even though divided into separate condominium or cooperative parcels.

**Section 2. Interpretation and Flexibility.** In the event of any ambiguity or question as to whether any person, entity, property or improvement falls within any of the definitions set forth in this Article I, the determination made by Developer in such regard (as evidenced by a recorded Supplemental Declaration stating same) shall be binding and conclusive. Moreover, Developer may, also by way of Supplemental Declaration, alter or amend the application of any portion of this Declaration as to any specified portion(s) of The Properties in order to reflect any unique characteristics thereof; provided that such altered or amended application may not go so far as to be unequivocally contrary to the overall, uniform scheme of development for The Properties contemplated in this Declaration.

All references in this instrument to recording data refer to the Public Records of Clay County, Florida.

**ARTICLE II**

**PROPERTY SUBJECT TO THIS DECLARATION;**

**ADDITIONS THERETO**

**Section 1. Legal Description.** The real property which, initially, is and shall be held, transferred, sold, conveyed and occupied subject to this

Declaration is located in Clay County, Florida, and is more particularly described on Exhibit "A" attached hereto, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as "The Properties".

**Section 2. Withdrawal.** Developer reserves the right to amend this Declaration at any time, without prior notice and without the consent of any person or entity except as provided below, for the purpose of removing certain portions of The Properties then owned by the Developer or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for The Properties desired to be effected by the Developer; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development of The Properties.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

**Section 1. Membership.** Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, but subject to Article IX hereof. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

**Section 2. Voting Rights.** The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners, as defined in Article I, Section 1(f) with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Each Class A Member shall be entitled to one (1) vote for each "Assessment Unit" (as defined in Article V, Section 2 hereof) attributable to each Lot in which it holds the interests required for membership by Section 1. By way of example, a Class A member owning a Lot having 1.33 assessment units shall have 1.33 votes. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, but the single vote for such Lot shall be exercised as they among themselves determine, but, subject only to the following subsection, in no event shall more than one (1) vote be cast with respect to any Assessment Unit.

Class B. The Class B Member shall be the Developer. The Class

B member shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B membership shall cease and terminate one (1) year after the last Lot within The Properties has been sold and conveyed by the Developer (or its affiliates), or sooner at the election of the Developer (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

**Section 3. General Matters.** When reference is made herein, or in the Articles, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to refer to a majority or specific percentage of the votes of Members present at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Lots.

#### ARTICLE IV

##### COMMON AREAS; CERTAIN EASEMENTS

**Section I. Members Easements.** Each Member, and each tenant, agent and invitee of each Member and each Member's tenant have a non-exclusive permanent and perpetual easement over and upon the Common Areas as and when same shall be improved and/or constructed from time to time hereafter for the intended use and enjoyment thereof in common with all other such Members, tenants, agents and invitees, in such manner as may be regulated by the Association. IN NO EVENT, HOWEVER SHALL THE FOREGOING BE DEEMED TO GRANT ANY EASEMENT IN FAVOR OF THE GENERAL PUBLIC.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration.

(b) The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(c) The right to the use and enjoyment of the Common Areas and facilities thereon for their intended purposes shall extend to all agents, employees, guests and invitees of the Owners, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations; provided, however, that neither such rules and regulations nor any amendment to this Declaration shall deprive Owners and the other

aforesaid parties from access to their respective Lots.

(d) The right of Developer to permit such persons as Developer shall designate to use the Common Areas and all facilities located thereon (if any).

(e) The right of Developer and the Association to have, grant and use general ("blanket") and specific easements over, under and through the Common Areas.

(f) The right of the Association, by a 2/3rds affirmative vote of the entire membership, to dedicate or convey portions of the Common Areas to any public or quasi-public agency, community development district or other entity under such terms as the Association deems appropriate and to create or contract with community development and special taxing districts for lighting, roads or other services, security, or communications and other similar purposes deemed appropriate by the Association (to which such dedication or contract all Owners, by the acceptance of the deeds to their Lots, shall be deemed to have consented, no consent of any other party, except the Developer, being necessary).

**Section 2. Easements Appurtenant.** The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot, but shall not be deemed to grant or convey any ownership interest in the Common Areas subject thereto.

**Section 3. Maintenance and Rent.** The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary. the Common Areas (including, without limitation, the landscaping and pedestrian areas described in Section 6, below), and to the extent not otherwise provided for, the paving, drainage structures, landscaping, irrigation systems, improvements and other structures (except public utilities, to the extent same have not been made Common Areas) situated on the Common Areas, if any, all such work to be done as ordered by the Board of Directors of the Association. Maintenance of any applicable street lighting fixtures or irrigation systems shall include and extend to payment for all electricity consumed in their operation, unless same is separately metered to a specific Lot(s). Without limiting the generality of the foregoing, the Association shall assume all of Developer's and its affiliates' responsibility to the City of Green Cove Springs and Clay County and their governmental and quasi-governmental subdivisions of any kind with respect to the Common Areas or utilities serving The Properties (including, without limitation, as to any ongoing use or maintenance requirements under any Developer's Agreement or similar instrument) and shall fully indemnify and hold the Developer and its affiliates and the parties joining herein harm-less with respect thereto.



In addition to performing its other duties under this Declaration as to the Common Areas, in the event that any of same is leased by Developer from a third party, the Association shall be responsible for paying (and assessing all Owners for the payment of) any rentals, charges or other sums due under the applicable lease when same is assigned by the Developer to the Association (which assignment will be deemed automatically accepted by the Association) and shall fully indemnify and hold the Developer harmless in the event of the Association's failure to do so.

All expenses incurred by the Association pursuant to this Section and this Declaration generally shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith. In order to effect economies of scale and for other relevant purposes, the Association and/or other similar associations shall have the power to incur, by way of contract or otherwise, expenses general to all or applicable portions of their respective properties and then allocate portions of such expenses among the Association and other affected associations based on such formula as may be adopted by them. The portion so allocated to the Association shall be deemed a general expense (or in the case of charges applicable to only one or more specific Lots to the exclusion of others, a special expense to be allocated only among the affected Lots), collectible through assessments (either general or special) against applicable Lots.

No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Areas or abandonment of the right to use the Common Areas.

**Section 4. Utility Easements.** Use of the Common Areas for utilities, as well as use of the other utility easements as shown on or described in relevant recorded instruments, shall be in accordance with the applicable provisions of this Declaration and said instruments. Public utilities in the Common Areas for the service of The Properties shall be installed underground, except as may be otherwise permitted by the Developer. The Developer hereby reserves, and it and its affiliates and its and their designees shall have, a perpetual easement over, upon and under the Common Areas and the unimproved portions of the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of drainage and utilities, including, but not limited to easements hereby reserved within each lot, ten feet in width, along and adjacent to each lot line.

**Section 5. Public Easements.** Fire, police, health and sanitation, park maintenance and other public service personnel and vehicles shall have a

permanent and perpetual easement for ingress and egress over and across the Common Areas in the performance of their respective duties.

**Section 6. Landscaping and Pedestrian Areas.** The common sidewalks, landscaping and grading features located in the portions of The Properties bordering the main roadway thereof (such portions generally, although not necessarily always, having a width of ten (10) feet) shall be deemed part of the Common Areas hereunder, notwithstanding the fact that same are located on, and within the boundary lines of Lots. Accordingly, each Lot on which such landscaping and pedestrian areas are located shall be subject to a non-exclusive easement, to the extent of such areas, in favor of (i) the Association, for the performance of its duties with respect thereto and (ii) all Owners and their tenants, agents, guests and invitees, for the reasonable use of the landscaping and pedestrian areas for their intended purposes.

**Section 7. Ownership.** The Common Areas are hereby dedicated non-exclusively to the joint and several use, in common, of the Developer and the Owners of all Lots that may from time to time constitute part of The Properties and their tenants, agents and invitees and the Developer's tenants, guests and invitees, all as provided and regulated herein or otherwise by the Association. The Common Areas (or appropriate portions thereof, but not the landscaping and pedestrian areas described above) shall, upon the later of completion of the improvements thereon or the date when the last Lot within The Properties has been conveyed by Developer to a purchaser (or at any earlier time and from time to time at the sole election of the Developer), be conveyed by quit claim deed to the Association, which shall be deemed to have automatically accepted such conveyance. Except as provided in Article XI, Section 11 hereof, the Association shall be responsible for the maintenance, insurance and administration of such Common Areas (whether or not then conveyed or to be conveyed to the Association).

It is intended that all real estate taxes assessed against those portions of the Common Areas owned or to be owned, by the Association shall be (or have been, because the purchase prices of the Lots and/or Units have already taken into account their proportionate shares of the values of the Common Areas), proportionally assessed against and payable as part of the taxes of the applicable Lots within The Properties. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment (subject to protest or appeal before or after payment) of the same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date these covenants are recorded, and such taxes shall be prorated between Developer and the Association as of the date of such recordation.

Developer and its affiliates shall have the right from time to time to enter upon the Common Areas and other portions of The Properties (including, without limitation, Lots and Units) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Areas or elsewhere on The Properties that Developer and its affiliates or designee elect to effect, and to use, without charge, the Common Areas and other portions of The Properties for sales, displays and signs or for any other purpose during the period of construction and sale of any portion of The Properties. Without limiting the generality of the foregoing, the Developer and its affiliates shall have the specific right to maintain upon any portion of The Properties sales, administrative, construction or other offices and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto the Developer and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, the Developer shall not be liable for delays in such completion to the extent resulting from the need to finish the above-referenced activities prior to such completion.

**Section 8. Drainage Facilities.** All underground drainage pipes and systems located within The Properties which provide drainage from the Lots to the retention pond(s) located within The Properties shall be deemed Common Areas for the purposes of (i) the Owners' reasonable use thereof for their intended purposes, and (ii) the maintenance, repair and replacement thereof by the Association.

The Association shall be responsible to the Owner of each Lot on or under which the aforesaid Common Areas are located for: (i) notifying the Owner, at least five (5) days in advance (except in the case of emergencies) of any maintenance, repair or replacement activities to be conducted on the Lot pursuant to this Section, (ii) performing said activities in a manner so as to reasonably minimize any interference with the normal and customary use of the Lot, and (iii) promptly repairing and restoring any portion of a Lot which is damaged as a result of such activities.

Neither the last paragraph of Section 1(b) of Article I nor this Section shall make or be deemed to make the Association the Owner of any portion of a Lot containing the Common Areas described therein or herein or require the Developer to convey same to the Association.

**Section 9. Use Restriction as to Out Parcel.** The Out Parcel is specifically excluded from any present or future surface water drainage

retention system(s) and facilities within any portion of The Properties and no easement rights or use thereof for the benefit of the Out Parcel is granted or intended by this document with respect to such system(s) and facilities notwithstanding any language contained herein to the contrary.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation for Assessments.** Except as provided elsewhere herein, the Developer (and each party joining in any supplemental declaration), for all Lots within The Properties, hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and charges for the operation of the Association and the rental, maintenance, management, operation and insurance of the Common Areas as provided elsewhere herein, including such reasonable reserves as the Association may deem necessary, capital improvement assessments, as provided in Section 4 hereof, special assessments for maintenance as provided in Section 3 hereof and all other charges and assessments hereinafter referred to or lawfully imposed by or on the Association, all such assessments to be fixed, established and collected from time to time as herein provided. In addition, special assessments may be levied against particular Owners and Lots for fines or expenses incurred against particular Lots and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration. The annual, special and other assessments, together with such late charges and interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such late charges and interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due and all subsequent Owners until paid. Except as provided herein with respect to special assessments which may be imposed on one or more Lots and Owners to the exclusion of others and as provided in Section 8, below, all assessments imposed by the Association shall be imposed against all Lots subject to its jurisdiction by application of the formula set forth in Section 2, below.

Reference herein to assessments shall be understood to include reference to any and all of said interest, charges and costs whether or not specifically mentioned.

**Section 2. Rates of Assessments.** Each Lot shall be assessed at a

uniform rate for each acre (or fractional acre) rounded to the nearest one hundredth of an acre within such Lot (an "Assessment Unit"). By way of example, a Lot which is 1.33 acres in size shall have 1.33 assessment units. For purposes of this Section (and of Article III, Section 2), the "acreage" of a Lot shall be measured from the exterior boundary lines thereof and shall not be reduced by any area occupied or covered by easements, rights of way or other rights therein or encumbrances thereon.

**Section 3. Special Assessments.** In addition to the regular and capital improvement assessments which are or may be levied hereunder, the Association (through a majority vote of the Board of Directors) shall have the right to levy special assessments against an Owner(s) to the exclusion of other Owners for (i) the repair or replacement of damage to any portion of the Common Areas (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or his tenant(s) or (ii) the costs of work performed by the Association in accordance with Article VI of this Declaration (together with any surcharges collectible thereunder). Any such special assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any special assessment levied hereunder shall be due within the time specified by the Board of Directors in the action imposing such assessment.

**Section 4. Capital Improvements.** Funds which in the aggregate are in excess of the lesser of \$5,000 or 10% of the then current operating budget of the Association in any one fiscal year which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas under the jurisdiction of the Association and which have not previously been collected as reserves or are otherwise available to the Association (other than by borrowing) shall be levied by the Association as assessments only upon approval of a majority of the Board of Directors of the Association and upon approval by two-thirds (2/3) favorable vote of the Members of the Association voting at a meeting or by ballot as may be provided in the By-Laws of the Association. It is the intent of this Section that any capital improvements having a cost of less than the amount set forth above be paid for by regular assessments, with an appropriate adjustment to the budget of the Association and the assessment levied in accordance therewith to be made, it necessary.

**Section 5. Date of Commencement of Annual Assessments; Due Dates.** The annual regular assessments provided for in this Article shall commence on the first day of the month next following the recordation of these covenants, or at such later date as determined by the Association, and shall be applicable through December 31 of such year. Each subsequent annual assess-

ment shall be imposed for the year beginning January 1 and ending December 31.

The annual assessments shall be payable in advance in monthly installments, or in annual, semi- or quarter-annual installments if so determined by the Board of Directors of the Association (absent which determination they shall be payable quarterly).

The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, every six (6) months), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

The due date of any special assessment or capital improvement assessment shall be fixed in the Board resolution authorizing such assessment.

**Section 6. Duties of the Board of Directors.** The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot subject to the Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster, of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment of the first installment thereof, except as to special assessments. In the event no such notice of the assessments for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including the Developer and affiliates of the Developer) for management services. The Association shall have all other powers provided

in its Articles of Incorporation and By-Laws.

**Section 7. Effect of Non-Payment of Assessment: the Personal Obligation; the Lien; Remedies of the Association.** If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 9 of this Article to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Association a late charge of five percent (5%) of the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges, provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid) and/or the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the dates when due until paid at the highest lawful rate (or, if there is no highest lawful rate, 18% per annum) and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the assessments and late charges are unpaid, may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.

In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment,

provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Lot shall be levied by the Association for such purpose.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas (except for access over Common Area roadways) until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 8 of this Article.

The failure of the Association to send or deliver bills or notices of assessments shall not relieve Owners from their obligations hereunder to promptly pay same when due.

All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association.

Section 8. Subordination of the Lien. The lien of the assessments provided for in this Article shall be subordinate to real property tax liens, and the lien of any first mortgage (recorded prior to recordation by the Association of a claim of lien) held by an institutional mortgage lender and which is now or hereafter placed upon any property subject to assessment; provided, however, that any such mortgage lender when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of foreclosure or otherwise in satisfaction of a debt secured by a first mortgage as aforesaid, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure or in satisfaction of debt). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure or in satisfaction of debt) took place.



**Section 9. Developer's Assessments.** Notwithstanding anything herein to the contrary Developer shall have the option, in its sole discretion, to (i) pay assessments on the Lots owned by it, (ii) pay assessments only on certain designated Lots (e.g., those under construction or those containing a Unit for which a certificate of occupancy has been issued) or (iii) not pay assessments on any Lots and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by assessments receivable from Owners other than Developer. The deficit to be paid under option (iii), above, shall be the difference between (i) actual operating expenses of the Association (exclusive of capital improvement costs, reserves and management fees) and (ii) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Developer may from time to time change the option stated above under which Developer is making payments to the Association by written notice to such effect to the Association. If Developer at any time elects option (ii), above, it shall not be deemed to have necessarily elected option (i) or (iii) as to the Lots which are not designated under option (ii). When all Lots within The Properties are sold and conveyed to purchasers, neither the Developer nor its affiliates shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions.

**Section 10. Association Funds.** The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special and capital assessments, shall be held by the Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

#### ARTICLE VI

##### MAINTENANCE OF UNITS AND LOTS

**Section 1. Exteriors of Units.** Each Owner shall maintain all structures (including the Unit) located on his Lot in a neat, orderly and attractive manner and consistent with the general appearance of The Properties as a whole (taking into account the varying uses of The Properties, Lots and Units). The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of The Properties as initially constructed and otherwise improved by Developer or by any other builders who build in accordance with plans approved by

the Developer (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the judgment of the Architectural Control Board, as hereinafter defined. Each Owner shall repaint or restain, as appropriate, the exterior portions of his Unit (with the same colors as initially used on the Unit) as often as is necessary to comply with the foregoing standards. The foregoing maintenance requirements shall not apply to the extent that a Unit is under construction; provided, however, that during such construction period the applicable Lot shall nevertheless be kept reasonably free of accumulations of scrap, debris and refuse.

**Section 2. Lots.** Each Owner shall maintain the trees, shrubbery, grass and other landscaping on his Lot, if any, and all sidewalks, plazas, parking lots and similar areas, in a neat, clean, orderly and attractive manner and consistent with the general appearance of The Properties as a whole. All irrigation systems shall be underground, automatic, kept in good repair and shall not stain or discolor any wall, sign surface, curb, sidewalk or other improvement. The minimum (though not sole) standard for the foregoing shall be the general appearance of The Properties as initially landscaped (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained).

Without limiting the generality of the following, the obligation of an Owner to maintain his Lot shall extend to and include the obligation to regularly sweep, clean, maintain, re-stripe, repair and replace the parking areas located on his Lot and all improvements thereto.

The foregoing maintenance requirements shall not apply to the extent that a Lot is under construction; provided, however, that during such construction period the Lot shall nevertheless be kept reasonably free of accumulations of scrap, debris and refuse.

**Section 3. Remedies for Noncompliance.** In the event of the failure of an Owner to maintain his Unit or Lot in accordance with this Article, the Association shall have the right, upon five (5) days' prior written notice to the Owner at the address last appearing in the records of the Association, to enter upon the Owner's Lot and perform such work as is necessary to bring the Lot or Unit, as applicable, into compliance with the standards set forth in this Article. Such work may include, but shall not necessarily be limited to, the cutting/trimming of grass, trees and shrubs; the repainting or restaining of exterior surfaces of a Unit; the repair of walls, fences, roofs, doors, windows and other portions of a Unit or other structures on a Lot; and such other remedial work as is judged necessary by the applicable entity. The remedies provided for herein shall be cumulative with all other remedies

available under this Declaration or otherwise under applicable law (including, without limitation, the imposition of fines or special assessments or the bringing of legal or equitable actions).

**Section 4. Costs of Remedial Work; Surcharges.** In the event that the Association performs any remedial work on a Unit or Lot pursuant to this Article or any other applicable Covenants, the costs and expenses thereof shall be deemed a special assessment under Article V, Section 3 of this Declaration and may be immediately imposed by the Board of Directors. In order to discourage Owners from abandoning certain duties here-under for the purpose of forcing the Association to assume same, and, additionally, to reimburse the Association for administrative expenses incurred, the Association may impose a surcharge of not more than thirty-five percent (35%) of the cost of the applicable remedial work, such surcharge to be a part of the aforesaid special assessment. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the Association in its sole discretion.

**Section 5. Right of Entry.** There is hereby created an easement in favor of the Association, and its applicable designees over each Lot for the purpose of entering onto the Lot in the performance of the work herein described, provided that the notice requirements of this Article are complied with and any such entry is during reasonable hours.

#### ARTICLE VII

##### CERTAIN RULES AND REGULATIONS

**Section 1. Applicability.** The provisions of this Article VII shall be applicable to all of The Properties, but shall not be applicable to the Developer or any of its designees. Further, if a Lot is under construction, the provisions of this Article which presume the completion of construction shall not apply until the construction on the Lot is complete.

**Section 2. Uses of Lots and Units.** All Lots and Units (and appurtenant Common Areas) shall be used for the general purposes for which they are designed and intended and at all times in accordance with applicable zoning and other requirements, conditions and restrictions applicable to same (including, without limitation, any contained in a deed or lease of the Lot/Unit from the Developer, as same may be amended from time to time). In no event shall any portion of The Properties be used for any unlawful purposes or in a manner which is or becomes noxious, offensive, unhealthy or harmful as a result of generating fumes, dust: smoke, noise, vibration or extraordinary waste.

**Section 3. Use Restriction.** From and after the recording of a Deed of Conveyance to Parcel 16, into Orange Park Medical Center, Inc. (Med

Center) or its affiliated assignee, the following provision contained in the Purchase and Sale Agreement between Med Center as "Buyer" and HLM as "Seller", shall become operative with respect to The Properties (being referenced in said provision as the "Site"):

Buyer shall have the exclusive right to provide the following healthcare services (the "Healthcare Services") at the Site: the provision or operation of any diagnostic imaging services (which include, without limitation, the following testing facilities: fluoroscopy, x-ray, plane film radiography, computerized tomography (CT), ultrasound, radiation therapy, mammography and breast diagnostics, nuclear medicine testing, magnetic resonance imaging and positron emission tomography), the operation of an acute care general hospital, a specialty hospital, an oncology center, a rehabilitation center, an extended care facility or nursing home, an outpatient or inpatient clinic, surgical center, emergency center, a home health service, a health maintenance organization or similar direct care provider, an ambulance service, a birthing center or an inhalation or physical therapy center. At Closing, Seller shall execute a Declaration of Restrictive Covenants, in form and content reasonably acceptable to Buyer and to be recorded in the public records of the county in which the Site is located, prohibiting the provision of Healthcare Services at the Site by any person or entity other than Buyer. The restrictions shall run with the land and encumber the Site for a period of twelve (12) months after Closing.

At the discretion of Developer, HLM and Med Center, an Amendment to these covenants, conditions and restrictions incorporating the substance of the above provision, and amplifying and clarifying same, as deemed appropriate and desirable in the sole discretion of Developer, may be recorded in the Public Records, but the recording of such amendment shall not be required to give effect to same, which shall be effected automatically upon the recording of said deed of conveyance.

**Section 4. Temporary Structures.** Except as may be used or permitted by the Developer during periods of construction or renovation, no structure of a temporary nature (including, with-out limitation, trailers, tents, shacks or mobile offices) shall be located or used within The Properties.

**Section 5. Signage and Advertising.** Only signs as initially installed or approved by the Developer and their replacements of substantially the same design, size and location shall be placed on the Lot or exteriors of Units (or interior portions thereof when the sign is readable from more than twenty-five (25) feet away) on their respective Lots, except that additional or different replacement signs (other than those prohibited in the immediately following paragraph) may be installed

with the approval of the Architectural Control Board pursuant to the review procedure set forth in Section 9, below. Notwithstanding the broad approval/disapproval discretion granted to the Architectural Control Board in said Section 9, however, said Board shall not unreasonably withhold its approval of a different sign in a previously permitted location if such sign is necessitated by a substantial change in the use or occupancy of all of any portion of a Unit. By way of example only, if a portion of a Unit is initially occupied by a bank using a "logo"-type sign and a new bank takes occupancy of the same space, the Architectural Control Board may not unreasonably withhold its approval of the new bank's own "logo"-type sign of a character and size similar to that of the first bank.

In no event shall freestanding "sandwich-board" or similar signs be permitted within The Properties, either on a permanent or temporary basis and no pennants, streamers or similar decorative materials shall be permitted. All signs shall be lighted, if at all, in the manner initially approved by the Developer or, after (but only after) the Developer no longer holds any interest in, or mortgage on, any portions of The Properties, by the Architectural Control Board.

No loudspeakers or other sound-emitting equipment shall be used for advertising, promotional or other purposes (other than for supplying reasonably low-volume background music or public address service to common spaces within or adjacent to Units), nor shall lighting fixtures or equipment designed or used to project beyond the boundaries of a Unit be used for such purposes.

**Section 6. Service Areas and Mechanical Equipment.** Without limiting the generality of other applicable provisions of this Declaration, all service areas such as loading docks shall be kept in a neat, clean and sanitary condition and in no event shall any outdoor area be used for the storage of equipment, inventory, supplies or other material, provided however, this provision shall not preclude the storage of lumber or other inventory and equipment on the Out Parcel when stored or maintained on the Out Parcel incident to the operation of a truss fabrication facility. All such service areas shall be reasonably screened from public view in the manner originally required by the Developer and shall be used only for their intended purposes. All rooftop and other mechanical equipment (e.g., air conditioning compressors and elevator equipment) shall be enclosed or screened so as to be an integral part of the architectural design of the applicable Unit.

**Section 7. Refuse.** All trash, garbage and other refuse shall be placed only in designated areas and containers (which shall not be removed), screened from view from parking and other public areas and shall not be permitted to overflow or otherwise accumulate outside of their containers or areas.

**Section 8. Lighting.** Levels of lighting in all exterior areas of Lots

shall be maintained at safe levels (although in no event shall the Association be deemed to be a guarantor or insurer of such safety) and bulbs shall be replaced with bulbs of the same wattage as expeditiously as possible after the failure thereof occurs. Exterior lighting fixtures of Units shall be maintained in good repair and shall be kept functioning during non-daylight hours. Provided however that no such lighting shall be maintained on any Lot in such a manner as to create a nuisance to owners or occupants of other Lots.

**Section 9. Oil and Mining Operation.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties, No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

**Section 10. Architectural Control.** The following provisions of this Section 10 shall apply to the initial construction of improvements on a Lot and to changes in and to such improvements after same have been completed in the manner approved by the Developer.

No building, wall, fence or other structure or improvement of any nature (including, but not limited to, lighting fixtures, landscaping, exterior paint or finish, hurricane protection, auxiliary buildings, additions to existing buildings, enclosures around "dumpsters", loading docks, awnings, canopies, domes, cupolas, decorative features, swales, asphaltting, site grading or other improvements or charges of any kind) shall be erected, placed or altered on, or removed from, any Lot or Unit until the construction plans and specifications and a plan showing the location of the structure (and landscaping, if any) and of the materials proposed to be used, all as may be required by the Architectural Control Board (which shall be a committee appointed by the Board of Directors of the Association, absent such appointment, the Board to serve in such capacity) have been approved in writing by such Architectural Control Board and all necessary governmental permits are obtained. Each building, wall, fence or other structure or improvement of any nature, together with any applicable landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications (and plot plan if required) so approved and applicable governmental permits and requirements. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Board seem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance

of the landscaping, shall be deemed an alteration requiring approval. The Architectural Control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. A majority of the Board may take any action the Board is empowered to take, may designate a representative to act for the Board and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. The members of the Board shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Board shall act on submissions to it within thirty (30) days after receipt of the same (and all further documentation required by it) or else the applicable request shall be deemed approved.

The approval of any proposed improvements or alterations by the Architectural Control Board shall not constitute a warranty or approval as to, and no member or representative of the Architectural Control Board or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association, generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

No approval of the Architectural Control Board shall be required for the maintenance (including repainting and restaining of Unit exteriors) required by Article VI of this Declaration.

Without limiting the generality; of Section 1 hereof, the foregoing provisions shall not be applicable to the Developer or its designees or to construction activities conducted by the Developer or such designees.

**Section 11. Commercial Trucks, Trailers, Campers and Boats.** No trucks or commercial vehicles, or campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans, shall be permitted to be regularly parked or stored at any place on The Properties, nor in dedicated areas, except in enclosed garages, if any. For purposes of this Section, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this

Section shall not apply to (i) temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services (even if same are parked on a regular basis), (ii) any vehicles of the Developer or its affiliates (iii) vehicles left on service station grounds for repair (but not for storage), (iv) mobile medical diagnostic equipment/facilities used adjacent to or in connection with any hospital facility located on Parcel 16 or (v) Normal or customary trucks, trailers, train cars and the like used in connection with the truss fabrication facilities on the Out Parcel. Provided however, that no large truck (being defined herein as any truck with a gross weight in excess of ten thousand pounds or, having more than two axels or any tractor trailer) shall enter or exit the Out Parcel from any point on the properties adjacent to Highway 17, which trucks shall be restricted to enter and exit the Out Parcel from the State Road 16 entryway. No on-street parking or parking on landscaped areas shall be permitted.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

**Section 12. Parking Areas.** No Owner or tenant shall cause or permit anything to be done on or about his Lot which interferes with the normal flow of traffic or interferes with the Association's maintenance of applicable Common Areas.

#### **ARTICLE VIII ENFORCEMENT**

**Section 1. Compliance by Owners and Tenants.** Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association. Inasmuch as it is contemplated that a substantial portion of the Lots and Units within The Properties may be leased by the Owners thereof to others, but in light of the direct relationship of the Association with its Members (consisting of such Owners) and the nature of this Declaration as running with the land, the Association shall at all times be entitled to look solely to the Owner of a Lot/Unit



with respect to the enforcement of this Declaration and shall not be required (but shall always have the option) to do so as to a tenant. Each lease of any Lot/Unit or portion thereof shall provide (or, in the absence of such provision, shall be deemed to provide) that the tenant shall at all times comply with the covenants, conditions, restrictions and requirements of this Declaration (except as to the payment of assessments and fines) and such provision shall be enforceable by the Association in its own name (but at its sole option). As used herein, "lease" shall also mean a sublease and "tenant" shall also mean a sub-tenant.

**Section 2. Enforcement.** Failure of an Owner or tenant to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The offending Lot Owner (even if only a landlord) shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

**Section 3. Fines.** In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner or its tenants, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) **Notice:** The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why a fine(s) should not be imposed. At least five (5) days' notice of such meeting shall be given.

(b) **Hearing:** The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine(s) should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

(c) **Amounts:** The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation: a fine not in excess of Two Hundred Dollars (\$200.00).

(2) Second non-compliance or violation: a fine not in excess of Six Hundred Dollars (\$600.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature: a fine not in excess of Fifteen Hundred Dollars (\$1,500.00).

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(f) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

## ARTICLE IX

### CONDOMINIUMS AND COOPERATIVES

**Section 1. Purpose.** This Article has been adopted for the purpose of limiting the number of Owners with whom/which the Association must deal in the course of its operations as well as to simplify the administration and enforcement of this Declaration and the Articles of Incorporation, By-Laws and rules and regulations of the Association.

**Section 2. Uses of Certain Terms.** As provided in Article I of this Declaration, a single Lot or Unit shall not lose its character as such for the purposes of this Declaration by virtue of being subdivided into condominium or cooperative parcels by a declaration of condominium or cooperative or similar instrument. As also provided in Article I, an Owner shall be deemed, for purposes of this Declaration, to be the association for a Lot/Unit submitted to such form of ownership (a "Condominium Lot"), even though same is not actually the owner of the Lot/Unit.

**Section 3. Assessments.** Assessments levied hereunder against a single Condominium Lot shall be but a single lien on the entirety of such Lot and shall be payable by the Owner thereof (i.e., the association thereon). Accordingly, each applicable declaration of condominium or cooperative shall provide (or in the absence of such provision, shall be deemed to provide) that all assessments levied hereunder shall be a common expense (within the meaning of Fla. Statute 718.103 or Fla. Statute 719.103, as applicable). The foregoing is not intended to obviate the

effect of Fla. Statute. 718.121(3), but inasmuch as this Declaration and the lien created hereby shall be recorded prior to the recording of any relevant declaration of condominium or cooperative, it is intended that Fla. Stat. 718.121(1) shall not be operative as to such lien and each applicable condominium parcel owner shall be deemed to have ratified and confirmed same by the acceptance of the deed to such parcel.

**Section 4. Enforcement.** Each association for a Condominium Lot shall be liable and responsible to the Association hereunder for its and its constituents' compliance with the covenants, restrictions and requirements of this Declaration and the Articles of Incorporation, By-Laws, and rules and regulations of the Association. Accordingly, while the Association shall have the right (exercisable at its sole option) to proceed against such a constituent for a violation of this Declaration, it shall have a direct right to do so against the condominium/cooperative association (even if the violation is not caused by such association or all of its constituents).

**Section 5. Voting Rights.** Each association for a Condominium Lot shall be a Class A Member of the Association as provided in Article II, Section 2 of this Declaration, but its constituents shall not be deemed to be Members for voting purposes. Such association/Class A member shall cast its votes as would any corporate Owner, as provided in the Article of Incorporation and/or By-Laws of the Association.

## ARTICLE X

### GENERAL PROVISIONS

**Section 1. Duration.** The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Association, the Architectural Control Board, the Developer (at all times) and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, tenants, sub-tenants, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of all the Lots subject hereto and of 100% of the mortgagees thereof has been recorded, agreeing to revoke said covenants and restrictions. Provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such

revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained.

**Section 2, Notice.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

**Section 3. Enforcement.** Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 4. Severability.** Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

**Section 5. Amendment.** In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, deleted or added to at any time and from time to time upon the execution and recordation of an instrument executed by the Developer alone, for so long as it or its affiliates holds title to any Lot affected by this Declaration; or alternatively by approval at a meeting of Owners holding not less than 66 2/3% vote of the membership in the Association, provided, that so long as the Developer or its affiliates is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest. In the event HLM Land Development, Inc. is not the Developer, no amendment may nevertheless be made which, in its opinion, adversely affects its interests (whether as an Owner, lessor, lessee or mortgagee) without its consent. The foregoing sentence may not be amended.

**Section 6. Effective Date.** This Declaration shall, become effective upon recordation in the Clay County Public Records.

**Section 7. Conflict.** This Declaration shall take precedence over conflicting provisions in the rules and regulations of the Association,

the Articles of Incorporation and By-Laws of the Association and said Articles shall take precedence over the By-Laws.

**Section 8. Standards for Consent, Approval, Completion Other Action and Interpretation.** Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer or its affiliates, the Association or the Architectural Control Board, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer or its affiliates or the Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer or Association, as appropriate. This Declaration shall be interpreted by the Board of Directors and an opinion of counsel to the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

**Section 9. Easements.** Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Unit Owners designate hereby the Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

**Section 10. CPI.** Whenever specific dollar amounts are mentioned in this Declaration (or in the Articles or By-Laws or rules and regulations), unless limited or prohibited by law, such amounts will be increased from time to time by application of a nationally recognized consumer price index chosen by the Board, using the date this Declaration is recorded as the base year. In the event no such consumer price index is available, the Board shall choose a reasonable alternative to compute such increases.

**Section 11. Administration by Developer.** Inasmuch as the Developer

contemplates that it will initially improve, manage, operate, maintain and insure the Common Areas and generally administer The Properties in the manner provided in this Declaration; the Developer shall be deemed to be vested with all of the rights and powers of the Association to do so until such time as the Developer records a notice to the contrary in the Public Records, (at which time the Association shall commence the exercise and performance of its rights, powers and duties hereunder). Accordingly, until the aforesaid notice is recorded, all references herein to the Association (including, without limitation, as to the levying and collection of assessments, architectural review and approval, maintenance of Common Areas and enforcement of covenants, conditions and restrictions) shall be deemed to refer to the Developer. Notwithstanding any of the foregoing, however: (i) the recording of the notice described above shall not in any manner be deemed an abrogation, waiver or impairment of any rights, benefits, powers or privileges of the Developer in its own right (as opposed to the Developer acting in the place of the Association) and (ii) the Developer's acting in the place of the Association shall in no manner be deemed to create or suggest any fiduciary relationship between the Developer and any Owner (or any tenant, agent, guest or invitee of the Developer or of any Owner), Developer being free to act in the aforesaid capacity in its sole discretion (albeit as provided in this Declaration).

**Section 12. Covenants Running With The Land.** ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF SECTION 1 HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTIES. WITHOUT LIMITING THE GENERALITY OF SECTION 4 HEREOF, IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

IN WITNESS WHEREOF, the Developer, joined by the parties signing below, has caused this Declaration to be executed for the purposes herein expressed on the date and year first above written.

the date and year first above written.

Witnessed by:

"Developer"

HLM Land Development, Inc., a Florida corporation

[Signature]  
R. J. Head  
Sharon Emerson  
Sharon Emerson

By: [Signature]  
Louis Ward Huntley,  
Its President

Joined in by:

Witnessed by:

HLM Investments, LLC, a Florida limited liability company

[Signature]  
R. J. Head  
Sharon Emerson  
Sharon Emerson

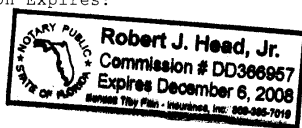
By: Louis L. Huntley Enterprises, Inc., a Florida corporation, its Manager  
By: [Signature]  
Louis Ward Huntley,  
Its Vice President

STATE OF FLORIDA )  
COUNTY OF ) ss:

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of June 2006 by LOUIS WARD HUNTLEY, PRES of HLM Land Development, Inc., a Florida corporation, on behalf of said corporation who is personally known to me or who produced identification as

[Signature]  
Notary Public,

State of Florida at Large My Commission Expires:



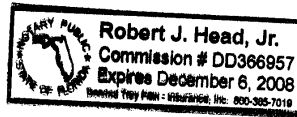
STATE OF FLORIDA )  
 ) ss:  
COUNTY OF )

The foregoing instrument was acknowledged before me this  
19 day of June, 2006 by Louis Ward Huntley, Vice  
 President of Louis L. Huntley, Enterprises, Inc., a Florida  
 corporation, Manager of HLM Investments, LLC, a Florida limited  
 liability company who is personally known to me or who produced  
 \_\_\_\_\_ as identification.

Notary Public

STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES: \_\_\_\_\_





**EXHIBIT "A"**

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Sections 39 and 46 and part of Lots 2, 3, 4, 5 and 6, Block 1, Gould T. Butlers survey of the Clinch Estate, according to plat recorded in Plat Book 1, pages 31 through 34 of the public records of said county, together with part of Block 3 and Lots 2, 3, 4, 5, 7, 8, 9, 10, 11, 12 and part of Lots 1, 6 and 13, Block 4, and part of Lots 5, 6, 7, 8 9 and 10, Block 1, according to plat of South Green Cove Springs, recorded in said records in Deed Book "Z", page 748, also part of Lightwood Avenue, part of River Road, part of Palmetto Street and Part of Chestnut Avenue, as shown on both of said plats, said parcel being more particularly described as follows:

Begin at the intersection of the southerly line of State Road No. 16 with the easterly line of State Road No. 15; thence on the southerly line of State Road No. 16, North 79 degrees 05 minutes 46 seconds East, 2,150.00 feet; thence South 27 degrees 10 minutes 14 seconds East, 1,072.54 feet; thence South 10 degrees 17 minutes 16 seconds West, 1,460.00 feet; thence North 89 degrees 32 minutes 05 seconds West, 2,201.92 feet; thence on the easterly line of State Road No. 15, North 10 degrees 18 minutes 05 seconds East, 243.41 feet; thence northerly 1,354.72 feet along the arc of a curve concave to the west and having a radius of 2,924.79 feet, said arc being a portion of the easterly line of State Road No. 15; thence continue along last said easterly line, North 16 degrees 14 minutes 14 seconds West, 401.87 feet to the point of beginning.

**LESS AND EXCEPT THE FOLLOWING:**

A strip of land 100 feet wide lying 50 feet on either side of the centerline of the ACL Railroad spur track as described in Official Records Book 75, page 87 of said public records.

## EXHIBIT "B"

OUT PARCEL

## Legal description for HLM Investments, LLC

A parcel of land situated in the G.L.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 3, 4 and 5, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the of the public records of said county, together with part of Lots 2, 3, 4 and 5, Block 4, South Green Coves Springs, according to map thereof recorded in Deed Book "Z", page 748 of said public records, and a portion of River Road as shown on said plats, said parcel being more particularly described as follows:

Commence at the intersection of the easterly right-of-way line of State Road No. 15 (U.S. Highway No. 17) with the southerly line of State Road No. 16; thence on said southerly line, North 79 degrees 05 minutes 46 seconds East, 678.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 370.00 feet to the point of beginning; thence continue South 10 degrees 54 minutes 14 seconds East, 398.00 feet; thence North 79 degrees 05 minutes 46 seconds East, 27.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 262.70 feet; thence North 79 degrees 05 minutes 46 seconds East, 918.22 feet; thence North 34 degrees 26 minutes 00 seconds East, 97.16 feet; thence North 10 degrees 54 minutes 14 seconds West, 258.24 feet; thence South 79 degrees 05 minutes 46 seconds West, 86.77 feet; thence North 10 degrees 54 minutes 14 seconds West, 379.17 feet; thence South 79 degrees 05 minutes 46 seconds West, 481.82 feet; thence South 10 degrees 54 minutes 14 seconds East, 45.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 445.74 feet to the point of beginning; being 15.0 acres, more or less, in area.

C:\My Files\12626749c.wpd

February 6, 2006

EXHIBIT "C"

Parcel 16

**Legal description for HLM Investments, LLC**

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Section 39, Gould T. Butlers survey of the Clinch Estate, according to plat recorded in Plat Book 1, pages 31 through 34 of the public records of said county together with Lots 10 and 11 and part of Lots 1, 2, 3, 4, 5, 8, 9, 12 and 13, Block 4, and part of Lots 5, 6, 7, 8 and 9, Block 1, according to plat of South Green Cove Springs, recorded in said public records in Deed Book "Z", page 748 and a part of Chestnut Avenue, as shown on said plat of South Green Cove Springs, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line North 79 degrees 05 minutes 46 seconds East, 2,150.00 feet; thence South 27 degrees 10 minutes 14 seconds East, 1,072.54 feet; thence South 10 degrees 17 minutes 16 seconds West, 1,460.00 feet; thence North 89 degrees 32 minutes 05 seconds West, 841.52 feet to the northwesterly line of those land described in Official Records Book 75, page 87 of said public records and the point of beginning; thence continue North 89 degrees 32 minutes 05 seconds West, 1360.40 feet to said east line of State Road No. 15; thence on said east line, North 10 degrees 18 minutes 05 seconds East, 243.41 feet; thence continue on said east line and along the arc of a curve concave westerly and having a radius of 2,924.79 feet, an arc distance of 442.64 feet, said arc being subtended by a chord bearing and distance of North 05 degrees 57 minutes 57 seconds East, 442.22 feet; thence South 89 degrees 32 minutes 05 seconds East, 280.58 feet; thence South 44 degrees 32 minutes 05 seconds East, 35.36 feet; thence South 00 degrees 27 minutes 35 seconds West, 10.00 feet; thence South 89 degrees 32 minutes 05 seconds East, 50.00 feet; thence North 00 degrees 27 minutes 55 seconds East, 322.29 feet; thence North 39 degrees 44 minutes 52 seconds East, 31.66 feet; thence North 79 degrees 01 minutes 50 seconds East, 1248.37 feet; thence South 11 degrees 57 minutes 09 seconds East, 586.64 feet to said northwesterly line of said lands described in Official Records Book 75, page 87; thence on said northwesterly line, South 34 degrees 26 minutes 00 seconds West, 803.48 feet to the point of beginning; being 37.12 acres, more or less, in area.

March 2, 2006

EXHIBIT "D-1"

## Legal description for HLM Investments, LLC

## Parcel 1

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 1 and 13, Block 4, South Green Cove Springs, according to plat thereof recorded in Deed Book "Z", page 748, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said east line, run the following 5 courses: (1) South 16 degrees 14 minutes 14 seconds East, 401.85; (2) southerly along the arc of a curve concave westerly and having a radius of 2924.79 feet, and arc distance of 56.31 feet, said arc being subtended by a chord bearing and distance of South 15 degrees 41 minutes 08 seconds East, 56.31 feet; (3) continue southerly along said arc of curve, an arc distance of 80.0 feet, said arc being subtended by a chord bearing and distance of South 14 degrees 21 minutes 02 seconds East, 80.00 feet; (4) continue southerly along said arc of curve, an arc distance of 237.83 feet, said arc being subtended by a chord bearing and distance of South 11 degrees 14 minutes 15 seconds East, 237.76 feet; (5) continue southerly along said arc of curve and arc distance of 202.52 feet to the point of beginning, said arc being subtended by a chord bearing and distance of South 06 degrees 55 minutes 27 seconds East, 202.48 feet; thence South 89 degrees 32 minutes 05 seconds East, 317.97 feet; thence southerly along the arc of a curve concave westerly and having a radius of 505.0 feet, an arc distance of 4.19 feet, said arc being subtended by a chord bearing and distance of South 00 degrees 13 minutes 39 seconds West, 4.19 feet; thence South 00 degrees 27 minutes 55 seconds West, 215.81 feet; thence southwesterly along the arc of a curve concave northwesterly and having a radius of 25.0 feet, an arc distance of 39.27 feet, said arc being subtended by a chord bearing and distance of South 45 degrees 27 minutes 55 seconds West, 35.36 feet; thence North 89 degrees 32 minutes 05 seconds West, 280.14 feet to said easterly line of State Road No. 15; thence northerly along said easterly line and along the arc of a curve concave westerly and having a radius of 2924.79 feet, an arc distance of 245.41 feet to the point of beginning, said arc being subtended by a chord bearing of North 02 degrees 32 minutes 12 seconds West, 245.34 feet; being 1.74 acres, more or less, in area.

C:\My Files\L30\30638-16.wpd

March 2, 2006

EXHIBIT "D-2"

**Legal description for HLM Investments, LLC****Parcel 2**

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 1 and 16, Block 4, South Green Cove Springs, according to plat thereof recorded in Deed Book "Z", page 748, together with a portion of Palmetto Street, as shown Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of said public records, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said east line, run the following 4 courses: (1) South 16 degrees 14 minutes 14 seconds East, 401.85; (2) southerly along the arc of a curve concave westerly and having a radius of 2924.79 feet, and arc distance of 56.31 feet, said arc being subtended by a chord bearing and distance of South 15 degrees 41 minutes 08 seconds East, 56.31 feet; (3) continue southerly along said arc of curve, an arc distance of 80.0 feet, said arc being subtended by a chord bearing and distance of South 14 degrees 21 minutes 02 seconds East, 80.00 feet; (4) continue southerly along said arc of curve, an arc distance of 237.83 feet to the point of beginning, said arc being subtended by a chord bearing and distance of South 11 degrees 14 minutes 15 seconds East, 237.76 feet; thence North 79 degrees 05 minutes 46 seconds East, 306.77 feet; thence South 10 degrees 54 minutes 14 seconds East, 169.24 feet; thence southerly along the arc of a curve concave westerly and having a radius of 505.00 feet, an arc distance of 96.01 feet, said arc being subtended by a chord bearing and distance of South 05 degrees 27 minutes 26 seconds East, 95.87 feet; thence North 89 degrees 32 minutes 05 seconds West, 317.97 feet to said easterly line of State Road No. 15; thence northerly along said easterly line and along the arc of a curve concave westerly and having a radius of 2924.79 feet, an arc distance of 202.52 feet to the point of beginning, said arc being subtended by a chord bearing of North 06 degrees 55 minutes 27 seconds West, 202.48 feet; being 1.68 acres, more or less, in area.

C:\My Files\L30\30638-17.wpd

March 2, 2006

EXHIBIT "D-3"

## Legal description for HLM Investments, LLC

## Parcel 3

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Section 46, a part of Block 3, and a part of Lots 2 and 3, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, and a part of Lots 1 and 16, Block 4, South Green Cove Springs, according to plat thereof recorded in Deed Book "Z", page 748, together with a portion of Palmetto Street and a portion of River Road as shown on said plat, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said east line, run the following 3 courses: (1) South 16 degrees 14 minutes 14 seconds East, 401.85 feet; (2) southerly along the arc of a curve concave westerly and having a radius of 2924.79 feet, and arc distance of 56.31 feet, said arc being subtended by a chord bearing and distance of South 15 degrees 41 minutes 08 seconds East, 56.31 feet; (3) continue southerly along said arc of curve, an arc distance of 80.0 feet to the point of beginning, said arc being subtended by a chord bearing and distance of South 14 degrees 21 minutes 02 seconds East, 80.00 feet; thence North 75 degrees 38 minutes 58 seconds East, 61.50 feet; thence northeasterly along the arc of a curve concave southeasterly and having a radius of 1960 feet, an arc distance of 117.90 feet, said arc being subtended by a chord bearing and distance of North 77 degrees 22 minutes 22 seconds East, 117.89 feet; thence North 79 degrees 05 minutes 46 seconds East, 103.94 feet; thence southeasterly along the arc of a curve concave southwesterly and having a radius of 25.0 feet, an arc distance of 39.27 feet, said arc being subtended by a chord bearing and distance of South 55 degrees 54 minutes 14 seconds East, 35.36 feet; thence South 10 degrees 54 minutes 14 seconds East, 220.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 306.77 feet to said easterly line of State Road No. 15; thence northerly along said easterly line and along the arc of a curve concave westerly and having a radius of 2924.79 feet, an arc distance of 237.83 feet to the point of beginning, said arc being subtended by a chord bearing of North 11 degrees 14 minutes 15 seconds West, 237.76 feet; being 1.71 acres, more or less, in area.

C:\My Files\L30\30638-18.wpd

March 2, 2006

EXHIBIT "D-4"

**Legal description for HLM Investments, LLC****Parcel 4**

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 2 and 3, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said east line, South 16 degrees 14 minutes 14 seconds East, 238.16 feet to the point of beginning; thence North 73 degrees 45 minutes 46 seconds East, 259.00 feet; thence South 57 degrees 34 minutes 37 seconds East, 161.17 feet; thence southwesterly along the arc of a curve concave southeasterly and having a radius of 155.0 feet, an arc distance of 111.90 feet; said arc being subtended by a chord bearing and distance of South 11 degrees 44 minutes 25 seconds West, 109.49 feet; thence southwesterly along the arc of a curve concave northwesterly and having a radius of 25.0 feet, an arc distance of 38.41 feet, said arc being subtended by a chord bearing and distance of South 35 degrees 04 minutes 37 seconds West, 34.74 feet; thence South 79 degrees 05 minutes 46 seconds West, 104.05 feet; thence southwesterly along the arc of a curve concave southeasterly and having a radius of 2040 feet, an arc distance of 122.70 feet, said arc being subtended by a chord bearing and distance of South 77 degrees 22 minutes 22 seconds West, 122.70 feet; thence South 75 degrees 38 minutes 58 seconds West, 61.50 feet to said east line of State Road No. 15; thence northwesterly along said east line and along the arc of a curve concave southwesterly and having a radius of 2924.79 feet, an arc distance of 56.31 feet, said arc being subtended by a chord bearing and distance of North 15 degrees 41 minutes 08 seconds West, 56.31 feet; thence continue along said east line, North 16 degrees 14 minutes 14 seconds West, 163.69 feet to the point of beginning; being 1.68 acres, more or less, in area.

C:\My Files\L3030638-19.wpd

March 2, 2006

EXHIBIT "D-5"

**Legal description for HLM Investments, LLC****Parcel 5**

**A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lot 3, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:**

**Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 280.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 220.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 253.44 feet; thence southwesterly along the arc of a curve concave northwesterly and having a radius of 25.0 feet, an arc distance of 34.38 feet; said arc being subtended by a chord bearing and distance of South 28 degrees 29 minutes 24 seconds West, 31.73 feet; thence southwesterly along the arc of a curve concave southeasterly and having a radius of 155.0 feet, an arc distance of 95.93 feet, said arc being subtended by a chord bearing and distance of South 50 degrees 09 minutes 12 seconds West, 94.41 feet; thence North 57 degrees 34 minutes 37 seconds West, 161.17 feet; thence North 10 degrees 54 minutes 14 seconds West, 213.05 feet to the point of beginning; being 1.41 acres, more or less, in area.**



March 2, 2006

EXHIBIT "D-6"

**Legal description for HLM Investments, LLC**

**Parcel 6**

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lot 3, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 560.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 240.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 275.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 215.00 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 25.0 feet, an arc distance of 39.27 feet; said arc being subtended by a chord bearing and distance of North 55 degrees 54 minutes 14 seconds West, 35.36 feet; thence North 10 degrees 54 minutes 14 seconds West, 250.00 feet to the point of beginning; being 1.51 acres, more or less, in area.

March 2, 2006

EXHIBIT "D-7"

**Legal description for HLM Investments, LLC**

**Parcel 7**

**A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 3 and 4, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:**

**Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 800.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 240.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 275.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 240.00 feet; thence North 10 degrees 54 minutes 14 seconds West, 275.00 feet to the point of beginning; being 1.52 acres, more or less, in area.**

EXHIBIT "D-8"

March 2, 2006

**Legal description for HLM Investments, LLC**

**Parcel 8**

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lot 4, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 1040.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 210.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 250.00 feet; thence southwesterly along the arc of a curve concave northwesterly and having a radius of 25.0 feet, an arc distance of 39.27, said arc being subtended by a chord bearing and distance of South 34 degrees 05 minutes 46 seconds West, 35.36 feet; thence South 79 degrees 05 minutes 46 seconds West, 185.00 feet; thence North 10 degrees 54 minutes 14 seconds West, 275.00 feet to the point of beginning; being 1.32 acres, more or less, in area.

March 2, 2006

EXHIBIT "D-9"

**Legal description for HLM Investments, LLC**

**Parcel 9**

**A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lot 4, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:**

**Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 1330.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 175.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 275.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 150.00 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 25.0 feet, an arc distance of 39.27, said arc being subtended by a chord bearing and distance of North 55 degrees 54 minutes 14 seconds West, 35.36 feet; thence North 10 degrees 54 minutes 14 seconds West, 250.00 feet to the point of beginning; being 1.10 acres, more or less, in area.**

March 2, 2006

EXHIBIT "D-10"

**Legal description for HLM Investments, LLC**

**Parcel 10**

**A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 4 and 5, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:**

**Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 1505.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 175.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 275.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 175.00 feet; thence North 10 degrees 54 minutes 14 seconds West, 275.00 feet to the point of beginning; being 1.10 acres, more or less, in area.**

March 2, 2006

EXHIBIT "D-11"

**Legal description for HLM Investments, LLC**

**Parcel 11**

**A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lot 5, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:**

**Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 1680.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 175.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 275.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 175.00 feet; thence North 10 degrees 54 minutes 14 seconds West, 275.00 feet to the point of beginning; being 1.10 acres, more or less, in area.**

March 2, 2006

EXHIBIT "D-12"

**Legal description for HLM Investments, LLC****Parcel 12**

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 5 and 6, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 2150.00 feet; thence South 27 degrees 10 minutes 14 seconds East, 338.56 feet to the point of beginning; thence continue South 27 degrees 10 minutes 14 seconds East, 312.51; thence South 79 degrees 05 minutes 46 seconds West, 573.71 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 350.0 feet, and arc distance of 128.89 feet, said arc being subtended by a chord bearing and distance of North 22 degrees 30 minutes 07 seconds West, 128.16 feet; thence North 11 degrees 57 minutes 09 seconds West, 143.93 feet; thence northeasterly along the arc of a curve concave southeasterly and having a radius of 30.0 feet, an arc distance of 47.67 feet, said arc being subtended by a chord bearing and distance of North 33 degrees 34 minutes 18 seconds East, 42.81 feet; thence North 79 degrees 05 minutes 46 seconds East, 484.58 feet to the point of beginning; being 3.80 acres, more or less, in area.

March 2, 2006

EXHIBIT "D-13"

**Legal description for HLM Investments, LLC****Parcel 13**

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 5 and 6, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, together with a part of Lots 5 and 6, Block 4, according to plat of South Green Cove Springs, recorded in said public records in Deed Book "Z", page 748, together with a part of River Road and a part of Lightwood Avenue as shown on said plats, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 2150.00 feet; thence South 27 degrees 10 minutes 14 seconds East, 651.07 feet to the point of beginning; thence continue South 27 degrees 10 minutes 14 seconds East, 307.02 to the northwesterly line of those lands described in Official Records Book 75, page 87 of said public records; thence on said northwesterly line, South 34 degrees 26 minutes 00 seconds West, 146.84 feet; thence westerly along the arc of a curve concave southerly and having a radius of 100.0 feet, an arc distance of 2.99 feet, said arc being subtended by a chord bearing and distance of South 80 degrees 12 minutes 40 seconds West, 2.99 feet; thence South 79 degrees 01 minutes 50 seconds West, 438.75 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 25.0 feet, and arc distance of 43.62 feet, said arc being subtended by a chord bearing and distance of North 50 degrees 59 minutes 09 seconds West, 38.29 feet; thence northwesterly along the arc of a curve concave southwesterly and having a radius of 450.0 feet, an arc distance of 328.92 feet, said arc being subtended by a chord bearing and distance of North 21 degrees 56 minutes 31 seconds West, 321.65 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 350.0 feet, an arc distance of 60.05 feet, said arc being subtended by a chord bearing and distance of North 37 degrees 58 minutes 00 seconds West, 59.98 feet; thence North 79 degrees 05 minutes 46 seconds East, 573.71 feet to the point of beginning; being 4.97 acres, more or less, in area.

C:\My Files\L30\30638-9.wpd



EXHIBIT "D-14"

March 2, 2006

**Legal description for HLM Investments, LLC****Parcel 14**

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Section 39, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, together with a part of Lots 5 and 6, Block 4, according to plat of South Green Cove Springs, recorded in said public records in Deed Book "Z", page 748, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 2150.00 feet; thence South 27 degrees 10 minutes 14 seconds East, 958.09 feet to the northwesterly line of those lands described in Official Records Book 75, page 87 of said public records; thence on said northwesterly line, South 34 degrees 26 minutes 00 seconds West, 217.99 feet to the point of beginning; thence continue South 34 degrees 26 minutes 00 seconds West, 766.35 feet; thence North 11 degrees 57 minutes 09 seconds West, 538.15 feet; thence North 79 degrees 01 minutes 50 seconds East, 554.92 feet to the point of beginning; being 3.43 acres, more or less, in area.

March 30, 2006

EXHIBIT "D-15"

**Legal description for HLM Investments, LLC****Parcel 15**

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lot 3, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, and a part of Lots 1 and 2, Block 4, South Green Cove Springs, according to plat thereof recorded in Deed Book "Z", page 748, together with a portion of River Road as shown on said plat of the Clinch Estate, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 500.01 feet; thence South 10 degrees 54 minutes 14 seconds East, 253.44 feet; thence South 18 degrees 51 minutes 31 seconds East, 72.26 feet to the point of beginning; thence North 79 degrees 05 minutes 46 seconds East, 167.99 feet; thence South 10 degrees 54 minutes 14 seconds East, 443.00' thence North 79 degrees 05 minutes 46 seconds East, 27.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 256.74 feet; thence South 79 degrees 01 minutes 50 seconds West, 277.76 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 25.0 feet, and arc distance of 41.76 feet, said arc being subtended by a chord bearing and distance of North 53 degrees 07 minutes 04 seconds West, 37.07 feet; thence northerly along the arc of a curve concave westerly and having a radius of 555.0 feet, an arc distance of 54.61 feet, said arc being subtended by a chord bearing and distance of North 08 degrees 05 minutes 06 seconds West, 54.59 feet; thence North 10 degrees 54 minutes 14 seconds West, 513.08 feet; thence northeasterly along the arc of a curve concave southeasterly and having a radius of 105.0 feet, an arc distance of 64.93 feet to the point of beginning, said arc being subtended by a chord bearing and distance of North 34 degrees 05 minutes 46 seconds East, 148.49 feet; being 4.50 acres, more or less, in area.

EXHIBIT "E"



Prepared by:  
Edwin A. Steinmeyer  
Steinmeyer Fiveash LLP  
2282 Killearn Center Boulevard  
Tallahassee, Florida 32309

**FIRST AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
GREEN COVE SPRINGS TOWN CENTER SOUTH**

Effective on March 16, 2020, the undersigned HLM Land Development, Inc. ("Developer") and its affiliates hereby amend the Declaration of Covenants, Conditions and Restrictions for Green Cove Springs Town Center South ("Declaration").

RECITALS

WHEREAS, the Declaration was duly recorded in the public record of Clay County, Florida on June 26, 2006 at: CFN #2006044138, OR BK 2747, beginning on page 1728 and ending on page 1776;

WHEREAS, pursuant to the terms and conditions of the Declaration, the Developer reserved the right to amend the Declaration in the future;

WHEREAS, the undersigned include all of the current "Affiliates" of the Developer as that term is used in the Declaration; and

WHEREAS, the Developer and the Affiliates have decided, approved, and resolved that it is in the best interest of current and future owners and occupants of the Green Cove Springs Town Center South development that the Declaration be amended as set forth below.

NOW, THEREFORE:

1. The above Recitals are true and correct and incorporated herein.
2. Article VI, Section 5 of the Declaration is amended and restated in its entirety to read:

**Section 5. Right of Entry.** There is hereby created over the Properties an easement in favor of the Association and its designees for the purposes of entering onto the Properties in the performance of any work herein described, and for surveying, inspecting, and other activities incidental to determining

compliance with the covenants, conditions, and restrictions contained herein, provided that any notice requirements herein are complied with and any entry is during reasonable hours. For the purposes of Article VII, Section 13, and for the life of the DEP DRC (as that term is defined below), the Florida Department of Environmental Protection or its agents is a named designee of the Association.

- 3. Article VII, Section 13 of the Declaration is added as a new section of the Declaration and shall read:

**Section 13. Florida Department of Environmental Protection Declaration of Restrictive Covenant.** The document entitled “Declaration of Restrictive Covenant,” dated March 16, 2020 (“DEP DRC”): (a) is attached hereto and incorporated herein as Exhibit A; (b) is hereby adopted and incorporated in its entirety into this Declaration and shall have the same force and effect as all other provisions of this Declaration; (c) is effective and enforceable on the date recorded in the public record of Clay County, Florida; and (d) only shall apply to, affect, restrict, and run with those portions of the Properties described in the legal descriptions attached to and referenced in the DEP DRC.

- 4. Article VIII, Section 3(c)(3) of the Declaration is amended and restated in its entirety to read:

(3) Third and subsequent non-compliance, or a violation or violations that are continuing in nature over thirty (30) consecutive days: a fine not in excess of Fifteen Hundred Dollars (\$1,500.00) plus the reasonable attorneys’ fees and related costs and expenses incurred by the Association as a result of all investigations, enforcement efforts, hearings, assessments, collection actions, and/or related litigation (through and including all appeals) of a violation or violations.

- 5. Article X, Section 2 of the Declaration is amended and restated in its entirety to read:

**Section 2. Notice.**

(a) Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner in the records of the Association at the time of mailing.

(b) Every Association Member and Owner shall notify the Florida Department of Environmental Protection in writing thirty (30) days prior to any conveyance or sale granting or transferring the Properties, or portions

thereof or interests therein, to any heirs, successors, assigns, or grantees including, without limitation, the conveyance of any security interest in the Properties.

6. The above amendments have been duly approved by the Developer and its Affiliates and authorized for recording in the Clay County public record.

7. All other language and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment on the date first mentioned above.

DEVELOPER:  
HLM LAND DEVELOPMENT, INC., a Florida corporation

[Signature]  
By: L. Ward Huntley, as President

Signed, sealed, and delivered in the presence of:

[Signature]  
Witness  
Print Name: Amu L. Vaughn

Date: 03.16.2020

[Signature]  
Witness  
Print Name: Jurie Cade

Date: 3/16/20

STATE OF FL  
COUNTY OF Clay

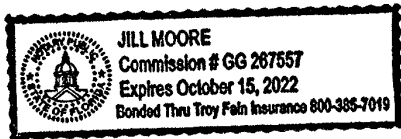
The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March, 2020, by L. Ward Huntley as President of HLM Land Development, Inc., a Florida corporation.

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of identification produced: \_\_\_\_\_

Signature of Notary Public Jill Moore

Print Name of Notary Public Jill Moore

Commission Number: GG 267557  
Commission Expires: 10-15-2022



HLM INVESTMENTS LLC

*[Handwritten Signature]*

By: L. Ward Huntley, as President of Louis L. Huntley Enterprises Inc.,  
the sole Member Manager of HLM Investments LLC

Signed, sealed, and delivered in the presence of:

*[Handwritten Signature]*  
Witness  
Print Name: Amy L. Vaughn

Date: 03-16-2020

*[Handwritten Signature]*  
Witness  
Print Name: Julie Cade

Date: 3/16/20

STATE OF FL  
COUNTY OF Clay

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March, 2020, by L. Ward Huntley as President of Louis L. Huntley Enterprises, Inc., a Florida corporation which is the Manager of HLM Investments, LLC, a Florida limited liability company.

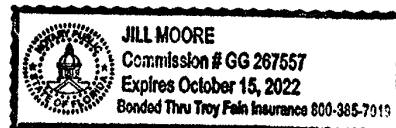
Personally Known  OR Produced Identification \_\_\_\_\_  
Type of identification produced: \_\_\_\_\_

Signature of Notary Public Jill Moore

Print Name of Notary Public Jill Moore

Commission Number: GG 267557

Commission Expires: 10-15-2022



Prepared by:  
Edwin A. Steinmeyer  
Steinmeyer Fiveash LLP  
2282 Killearn Center Boulevard  
Tallahassee, Florida 32309

## EXHIBIT A

### DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made by HLM Land Development, Inc., a Florida corporation ("GRANTOR").

#### RECITALS

- A. GRANTOR is the "Developer" as that term is used in the Declaration of Covenants, Conditions and Restrictions for the Green Cove Springs Town Center South development (the "Development Declaration"). The Development Declaration was duly recorded in the public record of Clay County, Florida on June 26, 2006 at: CFN #2006044138, OR BK 2747, beginning on page 1728 and ending on page 1776.
- B. The undersigned affiliates (Louis L. Huntley Enterprises, Inc. and HLM Investments, LLC) are all of the current "Affiliates" of the Developer as that term is used in the Development Declaration.
- C. The Developer and its Affiliates have decided and resolved that it is in the best interest of current and future owners and occupants of the Green Cove Springs Town Center South development Properties that the Development Declaration be amended to include this Declaration in its entirety.
- D. HLM Investments, LLC, a Florida limited liability company ("HLM Investments"), is the fee simple owner of that certain real property situated in Clay County, Florida, located at 965 Leonard C. Taylor Parkway, Green Cove Springs, Florida, and having Tax Parcel Identification No.: 38-06-26-016451-003-00 (the "HLM Property"). The HLM Property is more particularly described in **Exhibit A** attached hereto and made a part hereof.
- E. Allstar Building Materials, Ltd., a Florida limited partnership ("Allstar"), is the fee simple owner of that certain real property situated in Clay County, Florida, located at 965 Leonard C. Taylor Parkway, Green Cove Springs, Florida, and having Tax Parcel Identification No.: 38-06-26-016451-000-00 (the "Allstar Property"). The Allstar Property is more particularly described in **Exhibit B** attached hereto and made a part hereof. A survey of the HLM and Allstar properties is attached as **Exhibit C** (collectively, the "Properties").
- F. The Florida Department of Environmental Protection ("FDEP") Site Number for the



Properties is COM\_352455.

G. The facility name at the time of this Declaration is HLM Investments, LLC Property (Former J-M Manufacturing). This Declaration addresses the discharge on the Properties that the FDEP became aware of on or about July 2015.

H. Contamination remaining on the Properties consists of chlorinated hydrocarbons in the groundwater within limited areas of the surficial aquifer. During the investigation of contamination on the Properties, chlorinated hydrocarbons (trichloroethylene and breakdown products) were detected in the shallow groundwater underlying the Properties. The lateral extent of the contaminant plumes beneath the Properties are shown in **Exhibit D**. The discharge of chlorinated hydrocarbons on the Properties was ascertained in reports summarized in **Exhibit E** and incorporated by reference.

I. This Declaration addresses the chlorinated hydrocarbon contaminant plumes on the Properties shown in **Exhibit D**.

J. There is one deep well on the Allstar Property (see **Exhibit D**). This well, installed for fire protection and inaccessible to the general public, was reconditioned in 2017 for the sole purpose of supplying a closed-loop fire suppression system in an existing building on the Allstar Property. The submerged pump in the well was set at approximately 73 feet below ground level so as to only draw from the Floridan Aquifer and not affect the surficial aquifer during operation. Since the fire suppression system is closed loop, the well would only operate in the event of a fire or for system testing. Potable water for the Allstar Property is provided by the City of Green Cove Springs, and no landscape irrigation systems exist on the Properties.

K. The reports noted in **Exhibit E** set forth the nature and extent of the chlorinated hydrocarbon contamination described in **Recital H** above, and shown on **Exhibit D**, that is found in the groundwater beneath the Properties. These documents confirm that contaminated groundwater, as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists beneath the Properties. Also, these reports document that the chlorinated hydrocarbon groundwater contamination is limited in lateral and vertical extent, and that the groundwater contamination is not migrating.

L. It is GRANTOR'S and FDEP's intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users and occupants of the Properties and the environment to chlorinated hydrocarbon contaminants and reduce or eliminate the threat of migration of these contaminants.

M. It is GRANTOR'S desire that FDEP issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") after recordation of this Declaration on the Properties that compose the contaminated site. If issued, FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Also, if concentrations of chlorinated hydrocarbons increase above the levels approved in the Order, or if a subsequent discharge occurs at the Properties, then FDEP may require site rehabilitation to reduce concentrations of contaminants to levels allowed by the applicable FDEP rules. If issued, the Order relating to FDEP Site Number

COM\_352455 can be found by contacting the FDEP Northeast District Office.

N. GRANTOR deems it desirable and in the best interest of all present and future owners of the Properties and the development that an Order be obtained and that the Properties be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to issue the Order, and for other good and valuable consideration, GRANTOR declares as follows:

1. The foregoing recitals are true and correct and are incorporated by reference.
2. GRANTOR hereby adopts and imposes the following restrictions and requirements on the Properties:

There shall be no use of the groundwater from the surficial aquifer system ("SAS") under the Properties, which has a thickness of approximately 35-45 feet depending on surface elevation. No SAS wells shall be installed on the Properties other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management ("DWM") and subject to any authorizations required by FDEP's Division of Water Resource Management ("DWRM") and the applicable Water Management District ("WMD"). Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches constructed on the Properties without prior written approval from FDEP's DWM in addition to any authorizations required by the DWRM and the WMD. For any dewatering activities, a plan approved by DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated. No new wells shall be installed through the SAS and into the deeper aquifer on the Properties unless those wells are pre-approved in writing by FDEP's DWM and/or double-cased to prevent cross-contamination between aquifers.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" also shall mean and refer to their respective successors and assigns.
4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon, over and through and access to the Properties as provided for in Article VI, Section 5 of the Development Declaration, as amended on March 16, 2020 and recorded in the public record of Clay County, Florida. Additional access to the Allstar Property is provided by the easement over the existing driveway as described in **Exhibit B**.
5. It is the intention of GRANTOR that this Declaration shall touch and concern the Properties, run with the land and with the title to the Properties by and in accordance with the Amended Development Declaration, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title, or interest in the Properties or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate and available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions

of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7. These restrictions also may be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale granting or transferring the Properties, or portions thereof, to any heirs, successors, assigns, or grantees including, without limitation, the conveyance of any security interest in the Properties.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall record this declaration and reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to entering into a landlord-tenant relationship with respect to the Properties, GRANTOR agrees to notify in writing all proposed tenants of the Properties of the existence and contents of this Declaration.

7. This Declaration is binding until a release of covenant is executed by the FDEP Secretary or designee and is recorded in the public records of the county in which the Properties are located. To receive prior approval from FDEP to remove any requirement of this Declaration, the cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any amendment must be executed by GRANTOR and FDEP and be recorded by GRANTOR as an amendment to this Declaration.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provision of the Declaration. All other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that, on the date of execution of this Declaration, GRANTOR is the Developer as that term is used in the Amended Development Declaration and, as such, is duly authorized to amend the Development Declaration to incorporate this Declaration and has the good right to create, establish, and impose this Declaration on the use of the Properties.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, GRANTOR has executed this instrument, this 16<sup>TH</sup> day of MARCH 2020.

**GRANTOR**  
**HLM LAND DEVELOPMENT, INC., a Florida corporation**

[Signature]  
By: L. Ward Huntley, as President

Signed, sealed, and delivered in the presence of:

[Signature]  
Witness  
Print Name: Amy L. Vaughn

Date: 03.16.2020

[Signature]  
Witness  
Print Name: JULIE CADE

Date: 3/16/20

STATE OF FL  
COUNTY OF Clay

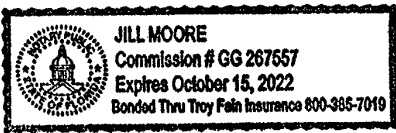
The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March, 2020, by L. Ward Huntley as President of HLM Land Development, Inc., a Florida corporation.

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of identification produced: \_\_\_\_\_

Signature of Notary Public [Signature]

Print Name of Notary Public Jill Moore

Commission Number: GG-267557  
Commission Expires: 10-15-2022



**EXHIBIT A**

**HLM PARCEL IDENTIFICATION**

**LEGAL DESCRIPTION IN CLAY COUNTY, FLORIDA PROPERTY  
APPRAISER'S OFFICE**

OR BK 2474 PG 2016

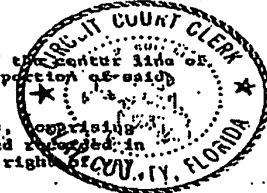
EXHIBIT A

**PARCEL A:** A tract of land in the G. I. F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Section 39 and 46 and part of Lots 2, 3, 4, 5 and 6, Block 1, of Gould T. Butlers survey of the Clinch Estate, according to plat recorded in Plat Book 1, pages 31 through 34 of the public records of said county, together with part of Block 3, and Lots 2, 3, 4, 5, 7, 8, 9, 10, 11, 12 and part of Lots 1, 6 and 13, Block 4, and part of Lots 5, 6, 7, 8, 9, and 10, Block 1, according to plat of South Green Cove Springs, recorded in said records in Deed Book "2", page 748, also part of Lightwood Avenue, part of River Road, part of Palmetto Street and part of Chestnut Avenue, as shown on both of said plats, said parcel being more particularly described as follows:

Begin at the intersection of the Southerly line of State Road #16, with the Easterly line of State Road #15; thence on the Southerly line of State Road #16 North 79 degrees 05 minutes 46 seconds East, 2,150.0 feet thence South 27 degrees 10 minutes 14 seconds East, 1,072.54 feet, thence South 10 degrees 17 minutes 16 seconds West, 1,460 feet; thence North 89 degrees 32 minutes 05 seconds West 2,201.92 feet; thence on the Easterly line of State Road #15 North 10 degrees 18 minutes 05 seconds East 243.41 feet; thence Northerly 1,354.72 feet along the arc of a curve concave to the West and having a radius of 2,924.79 feet, said arc being portion of the Easterly line of State Road #15; thence continue along last said Easterly line North 16 degrees 14 minutes 14 seconds West 401.87 feet to the point of beginning.

EXCEPT THE FOLLOWING:

- (1) A strip of land 100 feet wide lying 50 feet on either side of the center line of ACL RR spur tracks as presently located across the Southeast portion of said Parcel A.
- (2) A parcel of land in Lot 13, Block 4, South Green Cove Springs, comprising approximately one acre, as more particularly described in deed recorded in Deed Book 48, page 456, EXCEPT that portion lying within the right of way of U. S. Highway #17.



**PARCEL B:** Being a portion of said Lots 3, 4 and 5, Block 1, Clinch Estate and more particularly described as follows:

Commence at the intersection of the Easterly line of State Road #15, with the Northerly line of State Road #16, thence on said Northerly line North 79 degrees 05 minutes 46 seconds East 650.59 feet to the point of beginning; thence continue on last said line North 79 degrees 05 minutes 46 seconds East 963.37 feet; thence North 11 degrees 47 minutes East 547 feet, more or less, to the waters of the St. Johns River; thence Westerly along said waters 1,230 feet, more or less, to a point which bears North 10 degrees 54 minutes 14 seconds West 661 feet more or less, from the point of beginning; thence South 10 degrees 54 minutes 14 seconds East 661 feet, more or less, to the point of beginning.

**PARCEL C:** From the intersection of railroad on Spring Avenue with Green Cove Walkill and West Tocol Road in the center of road North 10 degrees East 1672 feet; thence from center of road South 80 degrees East to the beginning corner, 40 feet; thence continue South 80 degrees East 210 feet, thence North 10 degrees East 210 feet; thence North 80 degrees West 210 feet; thence South 10 degrees West 210 feet, to the beginning corner, containing one acre in Block 4, South Green Cove Springs, as recorded in the public records of Clay County, Florida, EXCEPTING therefrom that portion lying within the right of way of U. S. Highway #17.

OR BK 2474 PG 2017

The above referenced-premises is also described as follows, PROVIDED, HOWEVER, GRANTOR MAKES NO REPRESENTATION, WARRANTY OR COVENANT WHATSOEVER WITH RESPECT TO THE LEGAL DESCRIPTION BELOW:

A tract of land in the G.L.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Sections 39 and 46 and part of Lots 2, 3, 4, 5 and 6, Block 1 of Gould T. Butlers Survey of the Clinch Estate, according to plat recorded in Plat Book 1, Pages 31 through 34, of the public records of said County; together with part of Block 3 and Lots 2, 3, 4, 5, 7, 8, 9, 10, 11, 12 and part of Lots 1, 6 and 13, Block 4 and part of Lots 5, 6, 7, 8, 9 and 10, Block 1, according to plat of South Green Cove Springs, recorded on said records in Deed Book "Z", Page 748; also part of Lightwood Avenue, part of River Road, part of Palmetto Street and part of Chestnut Avenue, as shown on both of said plats, said parcel being more particularly described as follows:

BEGIN at the intersection of the Southerly line of State Road #16, with the Easterly line of State Road #15; thence on the Southerly line of State Road #16, North 79 deg 05 min 43 sec East, 2,150.0 feet; thence South 27 deg 10 min 14 sec East, 1,072.54 feet; thence South 10 deg 17 min 16 sec West, 1,460.0 feet; thence North 89 deg 32 min 05 sec West, 2,201.92 feet; thence on the Easterly line of State Road #15, North 10 deg 16 min 05 sec East, 243.41 feet; thence Northerly 1,354.72 feet along the arc of a curve concave to the West and having a radius of 2,924.79 feet, said arc being portion of the Easterly line of State Road #15; thence continue along last said Easterly line North 16 deg 14 min 14 sec West, 401.87 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

A strip of land 100 feet wide lying 50 feet on either side of the centering of ACL RR spur tracks as presently located across the Southeast portion of said Parcel A. (END OF LESS AND EXCEPT)

Parcel B:

Being a portion of said Lots 3, 4 and 5, Block 1, of Gould T. Butlers Survey of Clinch Estate, according to plat recorded in Plat Book 1, Pages 31 through 34, of the public records of Clay County, Florida, and more particularly described as follows:

Commence at the intersection of the Easterly line of State Road #15, with the Northerly line of State Road #16; thence on said Northerly line North 70 deg 05 min 46 sec East, 650.59 feet to the POINT OF BEGINNING; thence continue on last said line North 79 deg 05 min 46 sec East, 663.57 feet; thence North 11 deg 47 min East, 547 feet, more or less, to the waters of the St. Johns River; thence Westwaly along said waters 1,230 feet, more or less, to a point which bears North 10 deg 54 min 14 sec West, 851 feet, more or less, from the POINT OF BEGINNING; thence South 10 deg 54 min 14 sec East, 851 feet, more or less, to the POINT OF BEGINNING.

02/11/2017

**EXHIBIT B**

**ALLSTAR PARCEL IDENTIFICATION**

**LEGAL DESCRIPTION IN CLAY COUNTY, FLORIDA PROPERTY  
APPRAISER'S OFFICE**



OR BK 2747 PG 1778

## EXHIBIT "A"

## OUT PARCEL

## Legal description for HLM Investments, LLC

A parcel of land situated in the G.L.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 3, 4 and 5, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the of the public records of said county, together with part of Lots 2, 3, 4 and 5, Block 4, South Green Coves Springs, according to map thereof recorded in Deed Book "Z", page 748 of said public records, and a portion of River Road as shown on said plats, said parcel being more particularly described as follows:

Commence at the intersection of the easterly right-of-way line of State Road No. 15 (U.S. Highway No. 17) with the southerly line of State Road No. 16; thence on said southerly line, North 79 degrees 05 minutes 46 seconds East, 678.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 370.00 feet to the point of beginning; thence continue South 10 degrees 54 minutes 14 seconds East, 398.00 feet; thence North 79 degrees 05 minutes 46 seconds East, 27.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 262.70 feet; thence North 79 degrees 05 minutes 46 seconds East, 918.22 feet; thence North 34 degrees 26 minutes 00 seconds East, 97.16 feet; thence North 10 degrees 54 minutes 14 seconds West, 258.24 feet; thence South 79 degrees 05 minutes 46 seconds West, 86.77 feet; thence North 10 degrees 54 minutes 14 seconds West, 379.17 feet; thence South 79 degrees 05 minutes 46 seconds West, 481.82 feet; thence South 10 degrees 54 minutes 14 seconds East, 45.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 445.74 feet to the point of beginning; being 15.0 acres, more or less, in area.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT DESCRIBED AS FOLLOWS:

## Easement "A-2"

An easement for ingress, egress and utilities covering a parcel of land consisting of a portion of Block 1, Gould T. Butlers survey of the Clinch Estate, Clay County, Florida, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, a portion of Block 4, South Green Cove Springs, according to plat thereof recorded in Deed Book "Z", page 748 of said public records, and a portion of River Road as shown on said plats, said parcel being more particularly described as follows:

Commence at the intersection of the easterly line of State Road No. 15 (U.S. Highway 17) with the southerly R/W line of State Road No. 16; thence on said southerly R/W line, North 79 degrees 05 minutes 46 seconds East, 1277.20 feet to the point of beginning; thence continue on said southerly R/W line, North 79 degrees 05 minutes 46 seconds East, 30.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 325.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 30.00 feet; thence North 10 degrees 54 minutes 14 seconds West, 325.00 feet to the point of beginning.

Exhibit "C"

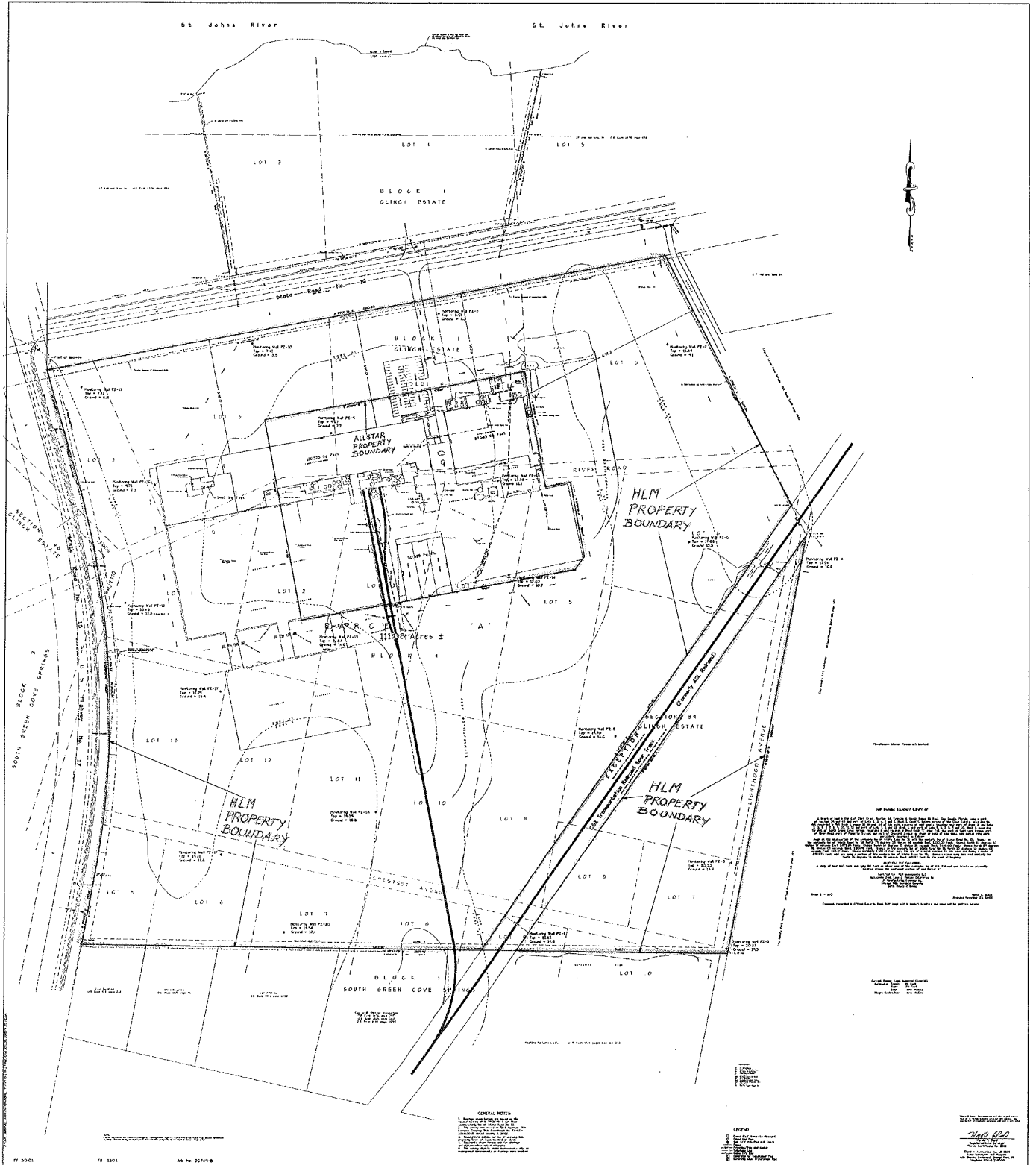
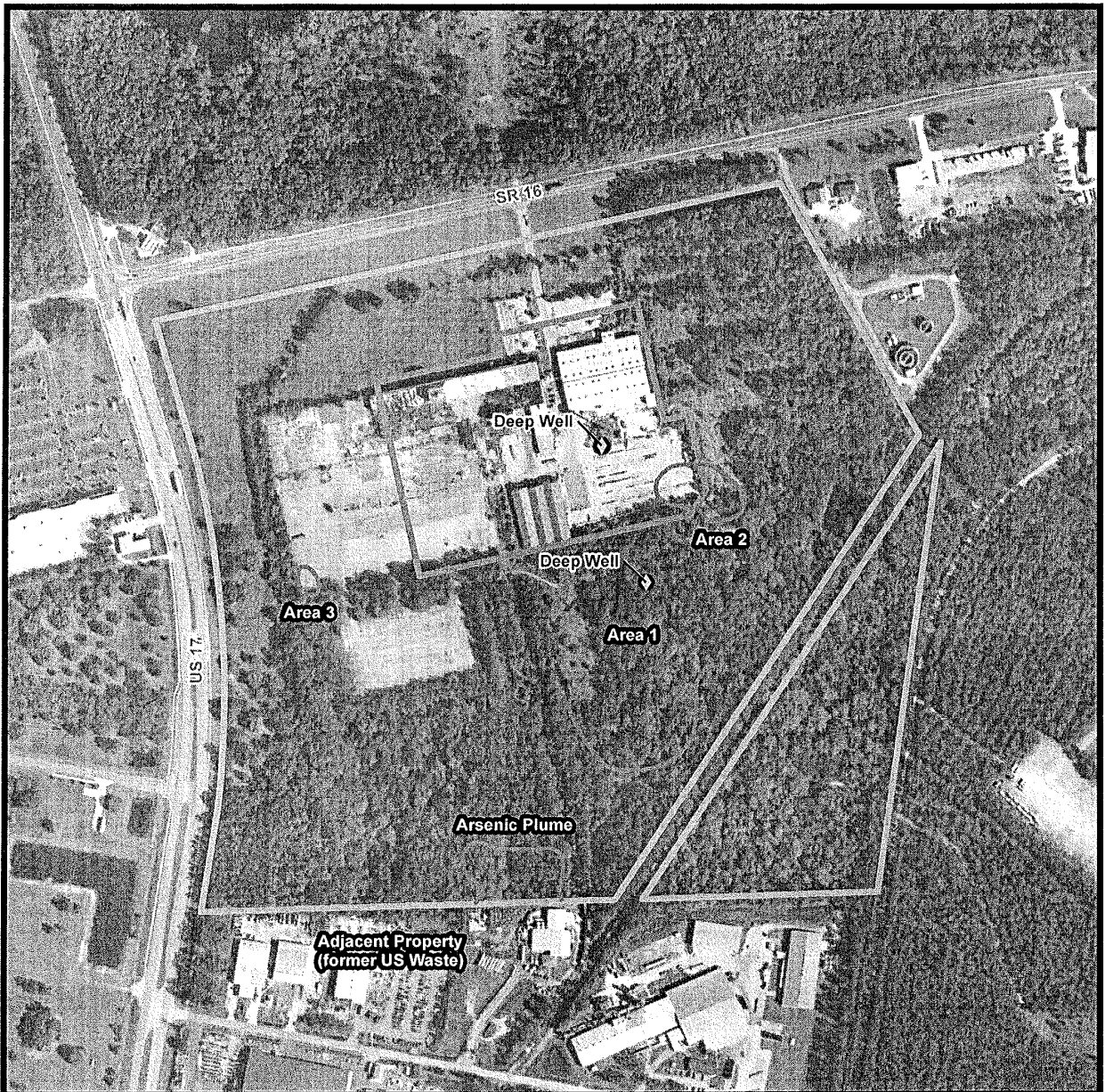
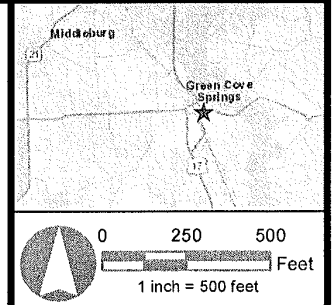


EXHIBIT D



Legend

- HLM Property Boundary
- AllStar Property Boundary (approx.)
- Area of Groundwater Contamination



Source: Property boundary from FGDL state-wide parcel data, 4/12/2018. ArcGIS Online World Imagery, © ESRI, 3/15/2017

FIGURE  
AREAS OF GROUNDWATER CONTAMINATION ON THE HLM PROPERTY  
GREEN COVE SPRINGS, FLORIDA



BN • 3/27/2019 • P:\ATG\2018005\106\_HLMPropertyGreenCoveSprings\ARCGIS\LateralExtentofPlumes.mxd

**EXHIBIT E**

**LIST OF DOCUMENTS ASCERTAINING DISCHARGE, ASSESSMENT, REMEDIATION, AND STEADY-  
STATE NATURE OF CHLORINATED HYDROCARBON PLUME**

**LIST AND TITLE OF DOCUMENTATION (2010 to 2018)****DOCUMENTS CREATED BY ASSOCIATED SCIENCES CORPORATION (2010-2018)**

TITLE	DATE
Status Update	February 16, 2010
Status Update	April 21, 2010
Environmental Update	June 15, 2010
Status Update	September 17, 2010
Quarterly Sampling Update	November 17, 2010
Quarterly Sampling Update	February 14, 2011
Quarterly Sampling Update	May 3, 2011
Third Quarter Update	July 22, 2011
Southern boundary Sampling Report	October 28, 2011
Quarterly Update	October 28, 2011
Environmental Update	April 16, 2012
Site Condition Update	January 2, 2013
Environmental Update	December 19, 2013
Property Update	May 8, 2014
Update Report	July 10, 2014
Third Quarter 2014 Report	October 14, 2014
Update Report	January 13, 2015
Site Update Report	February 27, 2015
Update Report	April 21, 2015
Summary Active Monitoring Well Concentrations	May 8, 2015
Summary of Interim Removal Actions	May 20, 2015
Groundwater Plume Isopleth Map	July 1, 2015
Lateral Extent of Contamination	June 13, 2016
Summary Document and Site Rehabilitation Completion Report	July 2017
Monitoring Well Abandonment Report	April 10, 2018

**DOCUMENTS CREATED BY WSOURCE GROUP, LLC (2017-2018)**

Supplemental Assessment Report	August 2017
Supplemental Information Report	November 2017

Prepared by:  
Edwin A. Steinmeyer  
Steinmeyer Fiveash LLP  
2282 Killearn Center Boulevard  
Tallahassee, Florida 32309

**SECOND AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
GREEN COVE SPRINGS TOWN CENTER SOUTH**

Effective on Feb 20, 2023, the undersigned HLM Land Development, Inc. (“Developer” or “Declarant”) and its affiliates hereby amend the Declaration of Covenants, Conditions and Restrictions for Green Cove Springs Town Center South (“Declaration”).

RECITALS

WHEREAS, the Declaration was duly recorded in the public record of Clay County, Florida on June 26, 2006, at: CFN #2006044138, OR BK 2747, beginning on page 1728 and ending on page 1776; and

WHEREAS, pursuant to the terms and conditions of the Declaration, Developer reserved the right to amend the Declaration in the future; and

WHEREAS, on March 16, 2020, Developer and its Affiliates amended the Declaration, the amendment being duly recorded in the public record of Clay County, Florida on March 18, 2020, at: CFN #2020014720, OR BK 4290, beginning on page 604 and ending on page 621; and

WHEREAS, Developer desires to further amend the Declaration in light of certain changes in ownership and use of the subject property; and

WHEREAS, the undersigned include all of the current “Affiliates” of Developer as that term is used in the Declaration; and

WHEREAS, Developer and the Affiliates have decided, approved, and resolved that it is in the best interest of current and future owners and occupants of the Green Cove Springs Town Center South development that the Declaration be amended as set forth below.

NOW, THEREFORE:

1. The above Recitals are true and correct and incorporated herein.
2. This second amendment to the Declaration has been duly approved by Developer and its Affiliates and authorized for recording in the Clay County, Florida public record.
3. The Declaration, as amended, is further amended and restated in its entirety to read:

Developer hereby declares that all of the property described in Exhibit A ("Properties") and any property that may be subsequently added to and subjected to this Declaration, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the real property submitted to this Declaration, and which shall be binding on all parties having any right, title, or interest in the Properties or any part thereof, their heirs, successors, successors-in-title, and assigns and shall inure to the benefit of each owner thereof and to the benefit of the Association (as hereinafter defined).

## ARTICLE 1 DEFINITIONS

**Section 1. Definitions.** The following words when used in this declaration shall have the meanings assigned to them below, unless the context requires otherwise:

(a) Association. "Association" means GCS Town Center South Association (to be formed by Developer as a Florida corporation or limited liability company) and its successors and assigns.

(b) Board. "Board" means the Board of Directors of the Association. The Board shall manage and control the affairs of the Association. The number of directors and the method of election of directors to the Board shall be set forth in the by-laws of the Association.

(c) Committee. "Committee" shall mean Developer until such time as an Architectural Review Committee is established pursuant to Article VII hereof.

(d) Common Areas. "Common Areas" shall mean all property located within the Properties and indicated on the Site Plan attached hereto as Exhibit E and made a part hereof, and all amendments thereof, as roadways, drainage ways, and stormwater treatment ponds and other infrastructure, together with the landscaping and any improvements thereon, including, without limitation, all structures, driveways, entrances, landscaped areas, streetlights, and irrigation systems, if any, but excluding the rail spur and any public utility installations on Common Areas that may be located, constructed, and developed by Developer or the Association from time-to-time hereafter. In addition to the foregoing, the portions of the Properties described in Article IV, Section 6 of this Declaration shall also be deemed to be part of the Common Areas, but only for the purposes set forth in that Section and not for, *inter alia*, purposes of title.

Developer will endeavor to specifically identify by recorded legal description, signs, physical boundaries, site plans, or other means the Common Areas of the Properties, but identification shall not be required in order for a portion of the Properties to be a Common Area hereunder. Without limiting the generality of of this article, if Developer determines that a particular portion of the Properties is or is not a Common Area (in the manner provided in Section 2), the determination shall be binding and conclusive..

If the Association accepts an easement or similar grant over, under, or through any portion of the Properties or any property adjacent thereto or in the vicinity thereof, the area subject to the easement shall be deemed Common Areas only for the purpose of the Association performing

whatever duties or obligations are stated in, or implied by law with respect to, the easement or other grant.

(e) Declarant. "Declarant" shall mean Developer and its successors in title and assigns, provided any such successor in title or assign shall acquire for the purpose of development or sale all or any portion of the Lots (as hereinafter defined), and provided that in the instrument of conveyance to any such successor in title or assign, such successor in title or assign is designated as Declarant hereunder by the grantor of the conveyance, which grantor shall be the Declarant hereunder at the time of the conveyance. Further, upon the designation of a successor Declarant, all rights and obligations of the former Declarant in and to status as Declarant hereunder shall cease.

(f) Declaration. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for Green Cove Springs Town Center South, as amended.

(g) Developer. "Developer" shall mean and refer to HLM Land Development, Inc., a Florida general partnership, its successors, and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Properties. In the event of a partial assignment, the assignee shall not be deemed the Developer, but may exercise the rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

(h) Improvement. "Improvement" shall mean all building site development(s), betterment(s), modification(s), or construction, including, but not limited to, buildings, structures, walls, towers, tanks, patios, driveways, signs, mailbox or newspaper receptacles, docks, walls, fences, screens, parking areas, drainage ways, drainage and stormwater treatment facilities and infrastructure, excavation, and grading.

(i) Lot. A "Lot" or "Lots" shall mean and refer to a portion of the Properties that is a distinct parcel and on which a commercial (generally, office, retail, hotel, service, or restaurant) or industrial structure is or may be built under applicable plat, zoning, and other land use restrictions and requirements. The initial Lots are described on Exhibits B, C, and D-1 through D-15, inclusive, which are depicted on the map of the Properties attached hereto as Exhibit E. The foregoing shall not include, however, a platted parcel on which there is or may be built a structure intended for the common use of the Owners. A "Lot" shall also mean any specific parcel of land within the Properties designated as such by a Supplemental Declaration executed and recorded by Developer (and joined in by the Owner of the parcel if different from Developer). If any Lot is subsequently subdivided by Developer, or a future Owner, or is submitted to the condominium or cooperative form of ownership, it shall nevertheless be deemed a single Lot, as more particularly described in Article IX of this Declaration.

(j) Member. "Member" shall mean any Owner who is a member of the Association.

(k) Mortgage. "Mortgage" shall mean any security instrument encumbering any Lot.



(l) Mortgagee. "Mortgagee" shall mean the holder of any Mortgage.

(m) Occupant. "Occupant" shall mean any person occupying all or any portion of a building located on a Lot for any period of time, regardless of whether the person is a tenant or the Owner of the Lot.

(n) Owner. "Owner" shall mean the record owner (including Declarant), whether one or more persons or entities, of fee simple title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation; provided, however, the term "Owner" shall include a lessee if the lease from Declarant or other record owner expressly so provides and is for a period in excess of one year.

(o) Plans. "Plans" shall mean a package including the site plan, grading plan, architectural elevations, sign details, landscape plan, and the like for a building.

(p) Properties. The "Properties" shall mean the real property described on Exhibit A attached hereto and any additional property subjected to this Declaration pursuant to Article III below.

(q) Restrictions. "Restrictions" shall mean all covenants, restrictions, agreements, charges, liens, and other obligations created or imposed by this Declaration.

**Section 2. Interpretation and Flexibility.** If there is any ambiguity or question as to whether any person, entity, property, or improvement falls within any of the definitions set forth in this Article I, the determination made by Developer in such regard (as evidenced by a recorded Supplemental Declaration stating same) shall be binding and conclusive. Moreover, Developer may, also by way of Supplemental Declaration, alter or amend the application of any portion of this Declaration as to any specified portion(s) of the Properties in order to reflect any unique characteristics thereof; provided that the altered or amended application may not go so far as to be unequivocally contrary to the overall, uniform scheme of development for the Properties contemplated in this Declaration. All references in this instrument to recording data refer to the Public Records of Clay County, Florida.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

**Section 1. Legal Description.** The real property which, initially, is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Clay County, Florida, and is more particularly described on Exhibit A attached hereto, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as "The Properties."

**Section 2. Withdrawal.** Developer reserves the right to amend this Declaration at any time, without prior notice and without the consent of any person or entity except as provided below, for the purpose of removing certain portions of the Properties then owned by Developer or its

affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Properties desired to be effected by Developer; provided, however, that withdrawal is not unequivocally contrary to the overall, uniform scheme of development of The Properties.

**Section 3. Acceptance of Declaration.** Every grantee of any interest in the Properties, by acceptance of a deed, lease/purchase agreement, or other conveyance of the interest, whether or not it is expressed in the deed or other conveyance, whether or not the deed or conveyance is signed by the grantee, and whether or not the person otherwise consents in writing, shall take subject to this Declaration and to the terms and conditions hereof, and will be deemed to have assented to said terms and conditions.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

**Section 1. Membership.** Every Owner shall be a Member of the Association, but subject to Article IX hereof.

**Section 2. Voting Rights.** The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners, except for Developer (as long as the Class B Membership shall exist, and thereafter, Developer shall be a Class A Member to the extent it would otherwise qualify). Each Class A Member shall be entitled to one (1) vote for each "Assessment Unit" (as defined in Article V, Section 2 hereof) attributable to each Lot in which it holds the interests required for membership by Section 1. For example, a Class A member owning a Lot having 1.33 assessment units shall have 1.33 votes. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, but the single vote for the Lot shall be exercised as they among themselves determine. However, subject only to the following subsection, in no event shall more than one (1) vote be cast with respect to any Assessment Unit.

Class B. The Class B Member shall be Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time-to-time by the Class A Members. The Class B membership shall cease and terminate one (1) year after the last Lot within the Properties has been sold and conveyed by Developer (or its affiliates), or sooner at the election of Developer (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

**Section 3. General Matters.** When reference is made herein, or in the Articles, By-Laws, Rules and Regulations, management contracts, or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to refer to a majority or specific percentage of the votes of Members present at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Lots.

**ARTICLE IV  
COMMON AREAS; CERTAIN EASEMENTS**

**Section 1. Member Easements.** Each Member, and each tenant, agent, and invitee of each Member, have a non-exclusive, permanent, and perpetual easement over and upon the Common Areas as and when same shall be improved and/or constructed from time-to-time hereafter for the intended use and enjoyment thereof in common with all other Members and their tenants, agents, and invitees in such manner as may be regulated by the Association. IN NO EVENT, HOWEVER, SHALL THE FOREGOING BE DEEMED TO GRANT ANY EASEMENT IN FAVOR OF THE GENERAL PUBLIC.

Without limiting the generality of the foregoing, these rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration.

(b) The right of the Association to adopt at any time and from time-to-time and to enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule or regulation adopted by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(c) The right to the use and enjoyment of the Common Areas and facilities thereon for their intended purposes shall extend to all agents, employees, guests, and invitees of the Owners, subject to regulation by the Association in its lawfully adopted and published rules and regulations; provided, however, that neither the rules and regulations nor any amendment to this Declaration shall deprive Owners and the other aforesaid parties from access to their respective Lots.

(d) The right of Developer to permit such persons as Developer shall designate to use the Common Areas and all facilities located thereon (if any).

(e) The right of Developer and the Association to have, grant, and use general ("blanket") and specific easements over, under, and through the Common Areas.

(f) The right of the Association, by a two-thirds affirmative vote of the entire membership, to dedicate or convey portions of the Common Areas to any public or quasi-public agency, community development district, or other entity under such terms as the Association deems appropriate and to create or contract with community development and special taxing districts for lighting, roads or other services, security, or communications and other similar purposes deemed appropriate by the Association (to which such dedication or contract all Owners, by the acceptance of the deeds to their Lots, shall be deemed to have consented, no consent of any other party, except Developer, being necessary).

**Section 2. Easements Appurtenant.** The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot but shall not be deemed to grant or convey any ownership interest in the Common Areas subject thereto.

**Section 3. Maintenance and Rent.** The Association shall at all times maintain in good repair and manage, operate, and insure, and shall replace as often as necessary, the Common Areas

(including, without limitation, the landscaping and pedestrian areas described in Section 6, below) and, to the extent not otherwise provided for, the paving, drainage ways, drainage and stormwater treatment structures, equipment, and facilities, landscaping, irrigation systems, improvements, and other structures (except public utilities, to the extent same have not been made Common Areas) situated on the Common Areas, if any, all such work to be done as ordered or contracted by the Board. For the purposes of this Declaration, "good repair" means regular and proper operation, maintenance, repair, and replacement of Common Areas and associated Improvements at a commercially reasonable standard such that the operation, maintenance, and appearance of the Common Areas and Improvements do not negatively affect the market value of the Properties, are maintained in a neat, clean, orderly, and attractive manner, and, where applicable, maintain compliance with this Declaration and all laws, regulations, local government codes, and regulatory orders. Maintenance of any applicable street lighting fixtures or irrigation systems shall include and extend to payment for all electricity consumed in their operation, unless same is separately metered to a specific Lot(s). Without limiting the generality of the foregoing, the Association shall assume all of Developer's and its affiliates' responsibility to the City of Green Cove Springs and Clay County and their governmental and quasi-governmental subdivisions of any kind with respect to the Common Areas or utilities serving the Properties (including, without limitation, as to any ongoing use or maintenance requirements under any developer's agreement or similar instrument) and shall fully indemnify and hold Developer and its affiliates and the parties joining herein harmless with respect thereto.

In addition to performing its other duties under this Declaration as to the Common Areas, in the event that any of same is leased by Developer from a third party, the Association shall be responsible for paying (and assessing all Owners for the payment of) all rentals, charges, and other sums due under the applicable lease when same is assigned by Developer to the Association (which assignment will be deemed automatically accepted by the Association) and shall fully indemnify and hold Developer harmless in the event of the Association's failure to do so.

All expenses incurred by the Association pursuant to this Section and this Declaration generally shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith. In order to effect economies of scale and for other relevant purposes, the Association and/or other similar associations shall have the power to incur, by way of contract or otherwise, expenses general to all or applicable portions of their respective properties and then allocate portions of the expenses among the Association and other affected associations based on a formula adopted by them. The portion allocated to the Association shall be deemed a general expense (or in the case of charges applicable to only one or more specific Lots to the exclusion of others, a special expense to be allocated only among the affected Lots), collectible through assessments (either general or special) against applicable Lots.

No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Areas or abandonment of the right to use the Common Areas.

**Section 4. Utility Easements.** Use of the Common Areas for utilities, and use of the other utility easements and facilities as shown on or described in relevant recorded instruments, shall

be in accordance with the applicable provisions of this Declaration and the instruments. Public utilities in the Common Areas for the service of the Properties shall be installed underground, except as may be otherwise permitted by Developer. Developer hereby reserves, and it and its affiliates and its and their designees shall have, a perpetual easement over, upon, and under the Common Areas and the unimproved portions of the Lots for the installation, operation, management, maintenance, repair, replacement, alteration, and expansion of drainage ways, drainage and stormwater treatment facilities and infrastructure, and utilities, including, but not limited to, easements hereby reserved within each Lot, ten feet in width, along and adjacent to each Lot line.

**Section 5. Public Easements.** Fire, police, health and sanitation, park maintenance, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas in the performance of their respective duties.

**Section 6. Landscaping and Pedestrian Areas.** The common sidewalks, and landscaping and grading features located in the portions of the Properties bordering roadways (such portions generally, although not necessarily always, having a width of ten (10) feet) shall be deemed part of the Common Areas, notwithstanding the fact that they are located on and within the boundary lines of Lots. Accordingly, each Lot on which such landscaping and pedestrian areas are located shall be subject to a nonexclusive easement, to the extent of such areas, in favor of (i) the Association, for the performance of its duties with respect thereto and (ii) all Owners and their tenants, agents, guests, and invitees, for the reasonable use of the landscaping and pedestrian areas for their intended purposes.

**Section 7. Ownership.** The Common Areas are hereby dedicated nonexclusively to the joint and several use, in common, of Developer and the Owners of all Lots that may from time-to-time constitute part of the Properties and their tenants, agents, and invitees and Developer's tenants, guests, and invitees, all as provided and regulated herein or otherwise by the Association. The Common Areas (or appropriate portions thereof, but not the landscaping and pedestrian areas described above) shall, upon the later of completion of the improvements thereon or the date when the last Lot within the Properties has been conveyed by Developer to a purchaser (or at any earlier time and from time-to-time at the sole election of Developer), be conveyed by quitclaim deed to the Association, which shall be deemed to have automatically accepted the conveyance. Except as provided in Article X, Section 11 hereof, the Association shall be responsible for the maintenance, insurance, and administration of these Common Areas (whether then conveyed or to be conveyed to the Association).

It is intended that all real estate taxes assessed against those portions of the Common Areas owned or to be owned by the Association shall be (or have been because the purchase prices of the Lots and/or Units have already taken into account their proportionate shares of the values of the Common Areas) proportionally assessed against and payable as part of the taxes of the applicable Lots within the Properties. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment (subject to protest or appeal before or after payment) of the same, including taxes on any improvements and any personal property located thereon, which taxes

accrue from and after the date these covenants are recorded, and the taxes shall be prorated between Developer and the Association as of the date of recordation.

Developer and its affiliates shall have the right from time-to-time to enter upon the Common Areas and other portions of the Properties (including, without limitation, Lots and Units) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion, or alteration of any improvements or facilities on the Common Areas or elsewhere on the Properties that Developer and its affiliates or designee elect to effect, and to use, without charge, the Common Areas and other portions of the Properties for sales, displays, and signs or for any other purpose during the period of construction and sale of any portion of the Properties. Without limiting the generality of the foregoing, Developer and its affiliates shall have the specific right to maintain upon any portion of the Properties sales, administrative, construction, and other offices, and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto Developer and its affiliates, and its and their successors, assigns, employees, and contractors, for this purpose. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, Developer shall not be liable for delays in completion to the extent resulting from the need to finish the above-referenced activities prior to completion.

**Section 8. Drainage Facilities.** All drainage pipes, ditches, swales, and infrastructure located within the Properties that provide stormwater treatment or drainage from the Lots to the stormwater treatment facilities located within the Properties or off-site shall be deemed Common Areas for the purposes of (i) the Owners' reasonable use thereof for their intended purposes, and (ii) the maintenance, repair, and replacement thereof by the Association.

The Association shall be responsible to the Owner of each Lot on or under which the Common Areas are located for: (i) notifying the Owner, at least five (5) days in advance (except in the case of emergencies) of any maintenance, repair, or replacement activities to be conducted on the Lot pursuant to this Section, (ii) performing said activities in a manner so as to reasonably minimize any interference with the normal and customary use of the Lot, and (iii) promptly repairing and restoring to its prior condition any portion of a Lot that is damaged by the activities.

Neither the last paragraph of Section 1(d) of Article I nor this Section shall make or be deemed to make the Association the Owner of any portion of a Lot containing the Common Areas or require Developer to convey same to the Association.

## ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation for Assessments.** Except as provided elsewhere herein, Developer (and each party joining in any supplemental declaration), for all Lots within the Properties, hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed

in the deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and charges for the operation of the Association and the rental, maintenance, management, operation, and insurance of the Common Areas, including such reasonable reserves as the Association may deem necessary, capital improvement assessments as provided in Section 4 hereof, special assessments for maintenance as provided in Section 3 hereof, and all other charges and assessments hereinafter referred to or lawfully imposed by or on the Association, all such assessments to be fixed, established, and collected from time-to-time as herein provided. In addition, special assessments may be levied against particular Owners and Lots for fines or expenses incurred against particular Lots or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration. The annual, special, and other assessments, together with late charges and interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each assessment, together with late charges and interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the Owner of the property at the time when the assessment fell due, and all subsequent Owners, until paid. Except as provided herein with respect to special assessments that may be imposed on one or more Lots or Owners to the exclusion of others and as provided in Section 8, below, all assessments imposed by the Association shall be imposed against all Lots subject to its jurisdiction by application of the formula set forth in Section 2, below.

Reference herein to assessments shall be understood to include reference to all interest, charges, and costs whether or not specifically mentioned.

**Section 2. Rates of Assessments.** Each Lot shall be assessed at a uniform rate for each acre (or fractional acre) rounded to the nearest one hundredth of an acre within the Lot (an "Assessment Unit"). For example, a Lot that is 1.33 acres shall have 1.33 assessment units. For purposes of this Section (and of Article III, Section 2), the "acreage" of a Lot shall be measured from the exterior boundary lines thereof and shall not be reduced by any area occupied or covered by easements, rights of way, or other rights therein or encumbrances thereon.

**Section 3. Special Assessments.** In addition to the regular and capital improvement assessments that are or may be levied hereunder, the Association (through a majority vote of the Board) shall have the right to levy special assessments against an Owner(s) to the exclusion of other Owners for (i) the repair or replacement of damage to any portion of the Common Areas (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence, or other action or inaction of an Owner or his tenant(s) or (ii) the costs of work performed by the Association in accordance with Article VI of this Declaration (together with any surcharges collectible thereunder). The special assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any special assessment levied hereunder shall be due within the time specified by the Board in the action imposing the assessment.

**Section 4. Capital Improvements.** Funds that, in the aggregate, are in excess of the lesser of \$50,000 or 10% of the then current operating budget of the Association in any one fiscal year, that are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas under the jurisdiction of the Association, and that

have not previously been collected as reserves or are otherwise available to the Association (other than by borrowing) shall be levied by the Association as assessments only upon approval of a majority of the Board and upon approval by two-thirds (2/3) favorable vote of the Members voting at a meeting or by ballot as may be provided in the By-Laws of the Association. It is the intent of this Section that any capital improvements having a cost of less than the amount set forth above be paid for by regular assessments, with an appropriate adjustment to the budget of the Association and the assessment levied in accordance therewith to be made, if necessary.

**Section 5. Date of Commencement of Annual Assessments; Due Dates.** The annual regular assessments provided for in this Article shall commence on the first day of the month next following the recordation of these covenants, or at a later date determined by the Association, and shall be applicable through December 31 of each year. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31.

The annual assessments shall be payable in advance in monthly installments, or in annual, semi-, or quarter-annual installments if determined by the Board (absent which determination they shall be payable quarterly).

The assessment amount (and applicable installments) may be changed at any time by the Board from that originally stipulated or from any other future assessment. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, every six (6) months), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in the calendar year.

The due date of any special assessment or capital improvement assessment shall be fixed in the Board resolution authorizing the assessment.

**Section 6. Duties of the Board of Directors.** The Board shall fix the date of commencement and the amount of the assessment against each Lot subject to the Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to payment of the first installment, except as to special assessments. In the event no notice of the assessments for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period until changed in the manner provided for herein.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association setting forth whether the assessment has been paid as to any particular Lot. The certificate shall be conclusive evidence of payment or non-payment.



Developer, until such time as the Association is formed, shall have the power, but not the obligation, to enter into agreements from time-to-time with one or more persons, firms, or companies (including Developer and affiliates of Developer) for management or operation services.

Additionally, the Association shall have all other powers provided in the Declaration and the Association's articles of formation or incorporation and by-laws.

**Section 7. Effect of Non-Payment of Assessment: the Personal Obligation; the Lien; Remedies of the Association.** If the assessments or installments provided for herein are not paid on the date(s) due, then the assessments or installments shall become delinquent and shall, together with late charges, interest, and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot that shall bind the Lot in the hands of the then Owner, his heirs, personal representatives, successors, and assigns. Except as provided in Section 9 of this Article to the contrary, the personal obligation of the then Owner to pay the assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Association a late charge of five percent (5%) of the amount of the unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and, if the installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges; provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid) and/or the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full. All such sums shall bear interest from the dates when due until paid at the highest lawful rate (or, if there is no highest lawful rate, 18% per annum), and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the assessments and late charges are unpaid, may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of these remedies at the same time or successively. The Association shall be entitled to recover all attorneys' fees and costs incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same through all applicable appellate levels, which shall be added to the amount of the assessments, late charges, and interest.

In the case of an acceleration of the next twelve (12) months of installments, each accelerated installment shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any accelerated installment would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose installments were accelerated shall continue to be liable for the balance due by reason of the increase, and special assessments against the Lot shall be levied by the Association for such purpose.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales,

shall not be entitled to occupy the Lot or to use the Common Areas (except for access over Common Area roadways) until all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 8 of this Article.

The failure of the Association to send or deliver bills or notices of assessments shall not relieve Owners from their obligations hereunder to promptly pay them when due.

All assessments, late charges, interest, penalties, fines, attorneys' fees, and other sums provided for herein shall accrue to the benefit of the Association.

**Section 8. Subordination of the Lien.** The lien of the assessments provided for in this Article shall be subordinate to real property tax liens and the lien of any first mortgage (recorded prior to recordation by the Association of a claim of lien) held by an institutional mortgage lender; provided, however, that any such mortgage lender when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of foreclosure or otherwise in satisfaction of a debt secured by a first mortgage as aforesaid, and all persons claiming by, through, or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any assessment coming due after the foreclosure (or conveyance in lieu of foreclosure or in satisfaction of debt). Any unpaid assessment that cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure or in satisfaction of debt) took place.

**Section 9. Developer's Assessments.** Notwithstanding anything herein to the contrary, Developer shall have the option, in its sole discretion, to (i) pay assessments on the Lots owned by it, (ii) pay assessments only on certain designated Lots (e.g., those under construction or those containing a Unit for which a certificate of occupancy has been issued), or (iii) not pay assessments on any Lots and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by assessments receivable from Owners other than Developer. The deficit to be paid under option (iii) above shall be the difference between (i) actual operating expenses of the Association (exclusive of capital improvement costs, reserves, and management fees) and (ii) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, late charges, fines, and incidental income) and any surplus carried forward from the preceding year(s). Developer may from time-to-time change the option stated above under which Developer is making payments to the Association by written notice to the Association. If Developer at any time elects option (ii) above, it shall not be deemed to have necessarily elected option (i) or (iii) as to the Lots that are not designated under option (ii). When all Lots within the Properties are sold and conveyed to purchasers, neither Developer nor its affiliates shall have further liability of any kind to the Association for the payment of assessments, deficits, or contributions.

**Section 10. Association Funds.** The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special and capital assessments, shall be held by the Association and may be invested in interest bearing accounts or

in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

## ARTICLE VI MAINTENANCE OF UNITS AND LOTS

**Section 1. Exteriors of Units.** Each Owner shall maintain all structures (including the Unit) located on his Lot in a neat, orderly, and attractive manner and consistent with the general appearance of the Properties as a whole (taking into account the varying uses of the Properties, Lots, and Units). The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of the Properties as initially constructed and otherwise improved by Developer or by any other builders who build in accordance with plans approved by Developer (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the judgment of the Architectural Control Committee, as hereinafter defined). Each Owner shall repaint or re-stain, as appropriate, the exterior portions of his Unit (with the same colors as initially used on the Unit) as often as is necessary to comply with the foregoing standards. The foregoing maintenance requirements shall not apply to the extent that a Unit is under construction; provided, however, that during such construction period the applicable Lot shall nevertheless be kept reasonably free of accumulations of scrap, debris, and refuse.

**Section 2. Lots.** Each Owner shall maintain the trees, shrubbery, grass, and other landscaping on its Lot, if any, and all sidewalks, plazas, parking lots, and similar areas in a neat, clean, orderly, and attractive manner and consistent with the general appearance of the Properties as a whole. All irrigation systems shall be underground, automatic, and kept in good repair and shall not stain or discolor any wall, sign, surface, curb, sidewalk, or other improvement. The minimum (though not sole) standard for the foregoing shall be the general appearance of the Properties as initially landscaped (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping as properly trimmed and maintained).

Without limiting the generality of the following, the obligation of an Owner to maintain its Lot shall extend to and include the obligation to regularly sweep, clean, maintain, re-stripe, repair, and replace the parking areas located on the Lot and all improvements thereto.

The foregoing maintenance requirements shall not apply to the extent that a Lot is under construction; provided, however, that during construction, the Lot shall nevertheless be kept reasonably free of accumulations of scrap, debris, and refuse.

**Section 3. Remedies for Noncompliance.** In the event of the failure of an Owner to maintain its Unit or Lot in accordance with this Article, the Association shall have the right, upon five (5) days' prior written notice to the Owner at the address last appearing in the records of the Association, to enter upon the Owner's Lot and perform all work necessary to bring the Lot or Unit into compliance with the standards set forth in this Article. The work may include, but shall not be limited to, cutting or trimming grass, trees, and shrubs; repainting or re-staining

exterior surfaces of a Unit; repairing walls, fences, roofs, doors, windows, and other portions of a Unit or other structures on a Lot; and all other remedial work as is judged necessary by the Association. The remedies provided for herein shall be cumulative with all other remedies available under this Declaration or otherwise under applicable law (including, without limitation, the imposition of fines or special assessments or the bringing of legal or equitable actions).

**Section 4. Costs of Remedial Work; Surcharges.** If the Association performs any remedial work on a Unit or Lot pursuant to this Article or any other applicable Covenants, the costs and expenses thereof shall be deemed a special assessment under Article V, Section 3 of this Declaration and may be immediately imposed by the Board. To discourage Owners from abandoning certain duties hereunder for the purpose of forcing the Association to assume them, and to reimburse the Association for administrative expenses incurred, the Association may impose a surcharge of not more than thirty-five percent (35%) of the cost of the remedial work, the surcharge to be a part of the aforesaid special assessment. No bids need be obtained for any of the work performed pursuant to this Article, and the person(s) or company performing the work may be selected by the Association in its sole discretion.

**Section 5. Right of Entry.** There is hereby created an easement in favor of the Association and its applicable designees over each Lot for the purpose of entering onto the Lot in the performance of the work herein described and the work described in Article IV, provided that the notice requirements of this Article are complied with and any entry is during reasonable hours.

## ARTICLE VII CERTAIN RULES AND REGULATIONS

**Section 1. Applicability.** The provisions of this Article VII shall be applicable to all of the Properties but shall not be applicable to Developer or its designees. If a Lot is under construction, the provisions of this Article that presume the completion of construction shall not apply until the construction on the Lot is complete.

**Section 2. Uses of Lots and Units.** All Lots and Units (and appurtenant Common Areas) shall be used for the general purposes for which they are designed and intended, and at all times in accordance with applicable zoning and other requirements, conditions, and restrictions (including, without limitation, any contained in a deed or lease of the Lot/Unit from Developer or an Owner). In no event shall any portion of the Properties be used for any unlawful purposes or in a manner that is or becomes noxious, offensive, unhealthy, or harmful as a result of generating fumes, dust, smoke, noise, vibration, or waste.

**Section 3. Reserved.**

**Section 4. Temporary Structures.** Except as may be used or permitted by Developer or the Association during periods of construction or renovation, no structure of a temporary nature (including, without limitation, trailers, tents, and shacks) shall be located or used within the Properties. Mobile offices may be permitted for certain uses, but they must be tied down and

skirted. A mobile office that remains on a Lot for more than one year must be landscaped and maintained in accordance with Article VI above.

**Section 5. Signs and Advertising.** Only signs as initially installed or approved by Developer and their replacements of substantially the same design, size, and location shall be placed on the Lot or exteriors of Units (or interior portions thereof when the sign is readable from more than twenty-five (25) feet away), except that additional or different replacement signs (other than those prohibited in the immediately following paragraph) may be installed with the approval of the Architectural Control Committee pursuant to the review procedure set forth in Section 9, below. Notwithstanding the broad approval/disapproval discretion granted to the Architectural Control Committee in Section 9, the Board shall not unreasonably withhold its approval of a different sign in a previously permitted location if the sign is necessitated by a substantial change in the use or occupancy of all or any portion of a Unit. For example, if a portion of a Unit is initially occupied by a bank using a "logo"-type sign and a new bank takes occupancy of the same space, the Architectural Control Committee may not unreasonably withhold its approval of the new bank's "logo"-type sign of a character and size similar to that of the first bank.

In no event shall freestanding "sandwich-board" or similar signs be permitted within the Properties, either on a permanent or temporary basis, and no pennants, streamers, or similar decorative materials shall be permitted. All signs shall be lighted, if at all, in the manner initially approved by Developer or, after Developer no longer holds any interest in, or mortgage on, any portions of the Properties, by the Architectural Control Committee.

No loudspeakers or other sound-emitting equipment shall be used for advertising, promotional, or other purposes (other than for supplying reasonably low-volume background music or public address service to common spaces within or adjacent to Units), nor shall lighting fixtures or equipment designed or used to project beyond the boundaries of a Unit be used for such purposes.

**Section 6. Service Areas and Mechanical Equipment.** Without limiting the generality of other applicable provisions of this Declaration, all service areas such as loading docks shall be kept in a neat, clean, and sanitary condition, and in no event shall any outdoor area be used for the storage of equipment, inventory, supplies, or other material except in the ordinary course of business of a Lot Owner. All service areas shall be reasonably screened from public view in the manner originally required by Developer or the Association and shall be used only for their intended purposes. All rooftop and other mechanical equipment (e.g., air conditioning compressors and elevator equipment) shall be enclosed or screened so as to be an integral part of the architectural design of the Unit.

**Section 7. Refuse, Waste, and Permits.** All trash, garbage, and other refuse shall be placed only in designated areas and containers, shall be screened from view from parking and other public areas, and shall not be permitted to overflow or otherwise accumulate outside of their containers or areas. All hazardous waste (as that term is defined by federal and state laws and regulations (collectively, "Environmental Laws")) shall be promptly and timely removed from Lots and disposed of in accordance with all applicable Environmental Laws. Developer or the

Association may require Owner to promptly provide testing of stockpiled materials if the material is reasonably believed to be solid or hazardous waste.

Owners shall obtain and maintain compliance with all permits required by Environmental Laws that relate to their Lot, business operations, or improvements. No Owner shall allow pollutants, hazardous substances, or hazardous wastes (as those terms are defined under the Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, or Clean Water Act) to be directly or indirectly discharged or otherwise released to Common Areas, other Lots, soil, surface water, or groundwater.

**Section 8. Lighting.** Lighting in all exterior areas of Lots shall be maintained at safe levels (although in no event shall the Association be deemed to be a guarantor or insurer of safety), and bulbs shall be replaced with bulbs of the same wattage as expeditiously as possible after failure. Exterior lighting fixtures of Units shall be maintained in good repair and shall be kept functioning during non-daylight hours. No lighting shall be maintained on any Lot in such a manner as to create a nuisance to owners or occupants of other Lots.

**Section 9. Oil and Mining Operation.** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon, under, or in the Properties, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon, under, or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any portion of the Properties.

**Section 10. Architectural Control.** The following provisions of this Section 10 shall apply to the initial construction of improvements on a Lot and to changes in and to the improvements after they have been completed in the manner approved by Developer.

No building, wall, fence, or other structure or improvement of any nature (including, but not limited to, lighting fixtures, landscaping, exterior paint or finish, hurricane protection, auxiliary buildings, additions to existing buildings, enclosures around dumpsters, loading docks, awnings, canopies, domes, cupolas, decorative features, swales, asphaltting, site grading, or other improvements or changes of any kind) shall be erected, placed, or altered on, or removed from, any Lot or Unit until the Plans as may be required by the Architectural Control Committee (which shall be a committee appointed by the Board, absent such appointment, the Board to serve in such capacity) have been approved in writing by the Committee and all necessary governmental permits are obtained. Each building, wall, fence, or other structure or improvement of any nature, together with any applicable landscaping, shall be erected, placed, or altered upon the premises only in accordance with the Plans so approved and applicable governmental permits and requirements. Refusal of approval of the Plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Committee seem sufficient. Any change in the exterior appearance of any building, wall, fence, or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. A majority of the Committee may take any action the Committee is empowered to

take, may designate a representative to act for the Committee, and may employ personnel and consultants to act for it. In the event of death, disability, or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The Committee shall act on submissions to it within thirty (30) days after receipt (and all further documentation required by it) or else the request shall be deemed approved.

The approval of any proposed improvements or alterations by the Committee shall not constitute a warranty or approval as to, and no member or representative of the Committee or the Board shall be liable for, the safety, soundness, workmanship, materials, or usefulness for any purpose of any improvement or alteration, nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Committee, Board, and Association, generally, from and for any loss, claim, or damages connected with the aforesaid aspects of the improvements or alterations.

No approval of the Committee shall be required for the maintenance (including repainting and re-staining of Unit exteriors) required by Article VI of this Declaration.

Without limiting the generality of Section 1 hereof, the foregoing provisions shall not be applicable to Developer or its designees or to construction activities conducted by Developer or its designees.

**Section 11. Commercial Trucks, Trailers, Campers, and Boats.** No trucks or commercial vehicles; campers, mobile homes, motor homes, house trailers, or trailers of every other description; or recreational vehicles, boats, boat trailers, horse trailers, or vans shall be permitted to be regularly parked or stored at any place on the Properties, except in enclosed garages. For purposes of this Section, "commercial vehicles" shall mean those that are not designed and used for customary, personal, or family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this Section shall not apply to (i) temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services (even if same are parked on a regular basis), (ii) any vehicles of Developer or its affiliates (iii) vehicles left on service station grounds for repair (but not for storage), (iv) mobile medical diagnostic equipment/facilities used adjacent to or in connection with any hospital facility or (v) normal or customary trucks, trailers, train cars, and the like used in connection with authorized facilities on the Properties.. No on-street parking or parking on landscaped areas shall be permitted.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of the vehicle if the vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of the vehicle for trespass, conversion, or otherwise,

nor guilty of any criminal act, by reason of towing. Once the notice is posted, neither its removal nor failure of the owner to receive it for any other reason shall be grounds for relief of any kind. An affidavit of the person posting the notice stating that it was properly posted shall be conclusive evidence of proper posting.

**Section 12. Parking Areas.** No Owner or tenant shall cause or permit anything to be done on or about its Lot that interferes with the normal flow of traffic or interferes with the Association's maintenance of Common Areas.

## ARTICLE VIII ENFORCEMENT

**Section 1. Compliance by Owners and Tenants.** Every Owner shall comply with the restrictions and covenants set forth herein and all rules and regulations that from time-to-time may be adopted by the Board. Inasmuch as it is contemplated that a substantial portion of the Lots and Units within the Properties may be leased by the Owners thereof to others, but in light of the direct relationship of the Association with its Members and the nature of this Declaration as running with the land, the Association shall at all times be entitled to look solely to the Owner of a Lot or Unit with respect to the enforcement of this Declaration and shall not be required (but shall always have the option) to do so as to a tenant. Each lease of any Lot or Unit or portion thereof shall provide (or, in the absence of such provision, shall be deemed to provide) that the tenant shall at all times comply with the covenants, conditions, restrictions, and requirements of this Declaration (except as to the payment of assessments and fines) and this provision shall be enforceable by the Association at its sole option. As used herein, "lease" shall also mean a sublease, and "tenant" shall also mean a sub-tenant.

**Section 2. Enforcement.** Failure of an Owner or tenant to comply with the restrictions, covenants, rules, or regulations shall be grounds for immediate action that may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The offending Owner (even if only a landlord) shall be responsible for all costs of enforcement, including attorneys' fees and court costs.

**Section 3. Fines.** In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board, a fine or fines may be imposed upon an Owner for failure of an Owner or its tenants, guests, invitees, or employees to comply with any covenant, restriction, rule, or regulation, provided the following procedures are adhered to:

(a) **Notice:** The Association shall notify the Owner of the alleged infraction(s). Included in the notice shall be the date and time of a special meeting of the Board at which time the Owner shall present reasons why a fine(s) should not be imposed. At least five (5) days' notice of the meeting shall be given.

(b) **Hearing:** The alleged non-compliance shall be presented to the Board, after which the Board shall hear from the Owner any reasons why a fine(s) should not be imposed. A written decision of the Board shall be submitted to the Owner by not later than twenty-one (21) days



after the Board meeting. The Board and the Owner shall have a right to be represented by counsel and to cross-examine any witnesses presented by the other.

(c) Amounts: The Board may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation: a fine not to exceed One Thousand Dollars (\$1,000.00).

(2) Second non-compliance or violation: a fine not to exceed Two Thousand Five Hundred Dollars (\$2,500.00).

(3) Third and subsequent non-compliance, or a violation or violations that are continuing in nature over thirty (30) consecutive days: a fine not to exceed Fifteen Hundred Dollars (\$1,500.00) per day plus the reasonable attorneys' fees and related costs and expenses incurred by the Association as a result of all investigations, enforcement efforts, hearings, assessments, collection actions, and/or related litigation (through and including all appeals) of a violation or violations.

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of their imposition or assessment.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments.

(f) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled. Any fine paid by an Owner shall be deducted from or offset against any damages the Association may otherwise be entitled to recover by law from the Owner.

## ARTICLE IX CONDOMINIUMS AND COOPERATIVES

**Section 1. Purpose.** This Article has been adopted for the purpose of limiting the number of Owners with which the Association must deal in the course of its operations, as well as to simplify the administration and enforcement of this Declaration and the Articles of Incorporation, By-Laws, and rules and regulations of the Association.

**Section 2. Uses of Certain Terms.** As provided in Article I of this Declaration, a single Lot or Unit shall not lose its character as such for the purposes of this Declaration by virtue of being subdivided into condominium or cooperative parcels by a declaration of condominium or cooperative or similar instrument. As also provided in Article I, an Owner shall be deemed, for

purposes of this Declaration, to be the association for a Lot or Unit submitted to such form of ownership (a "Condominium Lot"), even though same is not actually the owner of the Lot or Unit.

**Section 3. Assessments.** Assessments levied hereunder against a single Condominium Lot shall be a single lien on the entirety of the Lot and shall be payable by the Owner thereof (i.e., the association therefor). Accordingly, each applicable declaration of condominium or cooperative shall provide (or in the absence of such provision, shall be deemed to provide) that all assessments levied hereunder shall be a common expense (within the meaning of Fla. Statute § 718.103 or Fla. Statute § 719.103, as applicable). The foregoing is not intended to obviate the effect of Fla. Statute § 718.121(3), but inasmuch as this Declaration and the lien created hereby shall be recorded prior to the recording of any relevant declaration of condominium or cooperative, it is intended that Fla. Statute § 718.121(1) shall not be operative as to the lien and each applicable condominium parcel owner shall be deemed to have ratified and confirmed same by the acceptance of the deed to such parcel.

**Section 4. Enforcement.** Each association for a Condominium Lot shall be liable and responsible to the Association for its and its constituents' compliance with the covenants, restrictions, and requirements of this Declaration and the Articles of Incorporation, By-Laws, and rules and regulations of the Association. Accordingly, while the Association shall have the right (exercisable at its sole option) to proceed against a constituent for a violation of this Declaration, it shall have a direct right to do so against the condominium or cooperative association (even if the violation is not caused by the association or all of its constituents).

**Section 5. Voting Rights.** Each association for a Condominium Lot shall be a Class A Member of the Association as provided in Article III, Section 2 of this Declaration, but its constituents shall not be deemed to be Members for voting purposes. The association/Class A member shall cast its votes as would any corporate Owner as provided in the Articles of Incorporation or By-Laws of the Association.

## ARTICLE X GENERAL PROVISIONS

**Section 1. Duration.** The covenants and restrictions of this Declaration shall run with and bind the Properties and shall inure to the benefit of and be enforceable by the Association, the Committee, the Developer (at all times), and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, tenants, sub-tenants, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of all the Lots and of 100% of the mortgagees thereof has been recorded agreeing to revoke the covenants and restrictions. No agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of the revocation and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained.

**Section 2. Notice.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of the mailing.

**Section 3. Enforcement.** Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants and restrictions. The failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 4. Severability.** Invalidation of any one of these covenants or restrictions or any part, clause, or word thereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

**Section 5. Amendment.** In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges, and liens of this Declaration may be amended, changed, deleted, or added to at any time and from time-to-time upon the execution and recordation of an instrument executed by Developer alone for so long as it or its affiliates holds title to any Lot affected by this Declaration; or alternatively by approval at a meeting of Owners holding not less than 66 2/3% vote of the membership in the Association; provided, that so long as Developer or its affiliates is the Owner of any Lot affected by this Declaration, Developer's consent must be obtained if such amendment, in the sole opinion of Developer, affects its interest. In the event HLM Land Development, Inc. is not the Developer, no amendment may nevertheless be made which, in its opinion, adversely affects its interests (whether as an Owner, lessor, lessee, or mortgagee) without its consent. The foregoing sentence may not be amended.

**Section 6. Effective Date.** This Declaration shall become effective upon recordation in the Clay County, Florida Public Records.

**Section 7. Conflict.** This Declaration shall take precedence over conflicting provisions in the rules and regulations of the Association, the Articles of Incorporation, and By-Laws of the Association, and the Articles shall take precedence over the By-Laws.

**Section 8. Standards for Consent, Approval, Completion, Other Action, and Interpretation.** Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by Developer or its affiliates, the Association, or the Committee, such consent, approval, or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by Developer or its affiliates or the Association shall be deemed completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of Developer or the Association, as appropriate. This Declaration shall be interpreted by the Board, and an opinion of counsel to

the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of the interpretation.

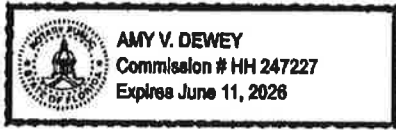
**Section 9. Easements.** If the intended creation of any easement provided for in this Declaration fails by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold the easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement, and the Unit Owners hereby designate Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on the Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating the easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

**Section 10. CPI.** Whenever specific dollar amounts are mentioned in this Declaration (or in the Articles, By-Laws, or rules and regulations), unless limited or prohibited by law, such amounts will be increased from time-to-time by application of a nationally recognized consumer price index chosen by the Board using the date this Declaration is recorded as the base year. In the event no such consumer price index is available, the Board shall choose a reasonable alternative to compute the increases.

**Section 11. Administration by Developer.** Inasmuch as Developer contemplates that it will initially improve, manage, operate, maintain, and insure the Common Areas and generally administer the Properties in the manner provided in this Declaration, Developer shall be deemed to be vested with all of the rights and powers of the Association to do so until such time as Developer records a notice to the contrary in the Clay County, Florida Public Records, at which time the Association shall commence the exercise and performance of its rights, powers, and duties hereunder. Accordingly, until the notice is recorded, all references herein to the Association (including, without limitation, as to the levying and collection of assessments, architectural review and approval, maintenance of Common Areas, and enforcement of covenants, conditions, and restrictions) shall be deemed to refer to Developer. Notwithstanding any of the foregoing, however: (i) the recording of the notice shall not in any manner be deemed an abrogation, waiver, or impairment of any rights, benefits, powers, or privileges of Developer in its own right (as opposed to Developer acting in the place of the Association), and (ii) Developer's acting in the place of the Association shall in no manner be deemed to create or suggest any fiduciary relationship between Developer and any Owner (or any tenant, agent, guest, or invitee of Developer or any Owner), Developer being free to act in the aforesaid capacity in its sole discretion (albeit as provided in this Declaration).

**Section 12. Covenants Running With The Land.** ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF SECTION 1 HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY, AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, THAT THESE COVENANTS AND





Amy V. Dewey  
 Print Name: Amy V. Dewey  
 NOTARY PUBLIC  
 Commission #: HH 247227  
 My Commission Expires: 06-11-2026  
 Personally Known:   
 or Produced I.D.: \_\_\_\_\_  
 [check one of the above]  
 Type of Identification Produced: \_\_\_\_\_

HLM INVESTMENTS LLC

[Signature]

By: L. Ward Huntley, as President of Louis L. Huntley Enterprises Inc.,  
the sole Member Manager of HLM Investments LLC

Signed, sealed, and delivered in the presence of:

Julie Cade  
Witness

Date: 2/20/23

Print Name: Julie Cade

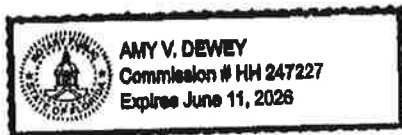
Phil Parsons

Date: 2-20-23

Witness  
Print Name: Phil Parsons

STATE OF FL )  
)SS  
COUNTY OF CLAY )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2023 by means of [] physical presence or [] online notarization I L Ward Huntley, the President of **HLM INVESTMENTS LLC**, a Florida limited liability company, on behalf of the company.



Amy V. Dewey  
Print Name: Amy V. Dewey



My Commission Expires: 06-30-2026  
Personally Known:   
or Produced I.D.: \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced: \_\_\_\_\_



**EXHIBIT "A"**

**A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Sections 39 and 46 and part of Lots 2, 3, 4, 5 and 6, Block 1, Gould T. Butlers survey of the Clinch Estate, according to plat recorded in Plat Book 1, pages 31 through 34 of the public records of said county, together with part of Block 3 and Lots 2, 3, 4, 5, 7, 8, 9, 10, 11, 12 and part of Lots 1, 6 and 13, Block 4, and part of Lots 5, 6, 7, 8 9 and 10, Block 1, according to plat of South Green Cove Springs, recorded in said records in Deed Book "Z", page 748, also part of Lightwood Avenue, part of River Road, part of Palmetto Street and Part of Chestnut Avenue, as shown on both of said plats, said parcel being more particularly described as follows:**

**Begin at the intersection of the southerly line of State Road No. 16 with the easterly line of State Road No. 15; thence on the southerly line of State Road No. 16, North 79 degrees 05 minutes 46 seconds East, 2,150.00 feet; thence South 27 degrees 10 minutes 14 seconds East, 1,072.54 feet; thence South 10 degrees 17 minutes 16 seconds West, 1,460.00 feet; thence North 89 degrees 32 minutes 05 seconds West, 2,201.92 feet; thence on the easterly line of State Road No. 15, North 10 degrees 18 minutes 05 seconds East, 243.41 feet; thence northerly 1,354.72 feet along the arc of a curve concave to the west and having a radius of 2,924.79 feet, said arc being a portion of the easterly line of State Road No. 15; thence continue along last said easterly line, North 16 degrees 14 minutes 14 seconds West, 401.87 feet to the point of beginning.**

**LESS AND EXCEPT THE FOLLOWING:**

**A strip of land 100 feet wide lying 50 feet on either side of the centerline of the ACL Railroad spur track as described in Official Records Book 75, page 87 of said public records.**

EXHIBIT "B"

OUT PARCEL

Legal description for HLM Investemnts, LLC

A parcel of land situated in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 3, 4 and 5, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the of the public records of said county, together with part of Lots 2, 3, 4 and 5, Block 4, South Green Coves Springs, according to map thereof recorded in Deed Book "Z", page 748 of said public records, and a portion of River Road as shown on said plats, said parcel being more particularly described as follows:

Commence at the intersection of the easterly right-of-way line of State Road No. 15 (U.S. Highway No. 17) with the southerly line of State Road No. 16; thence on said southerly line, North 79 degrees 05 minutes 46 seconds East, 678.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 370.00 feet to the point of beginning; thence continue South 10 degrees 54 minutes 14 seconds East, 398.00 feet; thence North 79 degrees 05 minutes 46 seconds East, 27.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 262.70 feet; thence North 79 degrees 05 minutes 46 seconds East, 918.22 feet; thence North 34 degrees 26 minutes 00 seconds East, 97.16 feet; thence North 10 degrees 54 minutes 14 seconds West, 258.24 feet; thence South 79 degrees 05 minutes 46 seconds West, 86.77 feet; thence North 10 degrees 54 minutes 14 seconds West, 379.17 feet; thence South 79 degrees 05 minutes 46 seconds West, 481.82 feet; thence South 10 degrees 54 minutes 14 seconds East, 45.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 445.74 feet to the point of beginning; being 15.0 acres, more or less, in area.

February 6, 2006

EXHIBIT "C"

Parcel 16

Legal description for HLM Investments, LLC

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Section 39, Gould T. Butlers survey of the Clinch Estate, according to plat recorded in Plat Book 1, pages 31 through 34 of the public records of said county together with Lots 10 and 11 and part of Lots 1, 2, 3, 4, 5, 8, 9, 12 and 13, Block 4, and part of Lots 5, 6, 7, 8 and 9, Block 1, according to plat of South Green Cove Springs, recorded in said public records in Deed Book "Z", page 748 and a part of Chestnut Avenue, as shown on said plat of South Green Cove Springs, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line North 79 degrees 05 minutes 46 seconds East, 2,150.00 feet; thence South 27 degrees 10 minutes 14 seconds East, 1,072.54 feet; thence South 10 degrees 17 minutes 16 seconds West, 1,460.00 feet; thence North 89 degrees 32 minutes 05 seconds West, 841.52 feet to the northwesterly line of those land described in Official Records Book 75, page 87 of said public records and the point of beginning; thence continue North 89 degrees 32 minutes 05 seconds West, 1360.40 feet to said east line of State Road No. 15; thence on said east line, North 10 degrees 18 minutes 05 seconds East, 243.41 feet; thence continue on said east line and along the arc of a curve concave westerly and having a radius of 2,924.79 feet, an arc distance of 442.64 feet, said arc being subtended by a chord bearing and distance of North 05 degrees 57 minutes 57 seconds East, 442.22 feet; thence South 89 degrees 32 minutes 05 seconds East, 280.58 feet; thence South 44 degrees 32 minutes 05 seconds East, 35.36 feet; thence South 00 degrees 27 minutes 35 seconds West, 10.00 feet; thence South 89 degrees 32 minutes 05 seconds East, 50.00 feet; thence North 00 degrees 27 minutes 55 seconds East, 322.29 feet; thence North 39 degrees 44 minutes 52 seconds East, 31.66 feet; thence North 79 degrees 01 minutes 50 seconds East, 1248.37 feet; thence South 11 degrees 57 minutes 09 seconds East, 586.64 feet to said northwesterly line of said lands described in Official Records Book 75, page 87; thence on said northwesterly line, South 34 degrees 26 minutes 00 seconds West, 803.48 feet to the point of beginning; being 37.12 acres, more or less, in area.

March 2, 2006

EXHIBIT "D-1"

Legal description for HLM Investments, LLC

Parcel 1

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 1 and 13, Block 4, South Green Cove Springs, according to plat thereof recorded in Deed Book "Z", page 748, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said east line, run the following 5 courses: (1) South 16 degrees 14 minutes 14 seconds East, 401.85; (2) southerly along the arc of a curve concave westerly and having a radius of 2924.79 feet, and arc distance of 56.31 feet, said arc being subtended by a chord bearing and distance of South 15 degrees 41 minutes 08 seconds East, 56.31 feet; (3) continue southerly along said arc of curve, an arc distance of 80.0 feet, said arc being subtended by a chord bearing and distance of South 14 degrees 21 minutes 02 seconds East, 80.00 feet; (4) continue southerly along said arc of curve, an arc distance of 237.83 feet, said arc being subtended by a chord bearing and distance of South 11 degrees 14 minutes 15 seconds East, 237.76 feet; (5) continue southerly along said arc of curve and arc distance of 202.52 feet to the point of beginning, said arc being subtended by a chord bearing and distance of South 06 degrees 55 minutes 27 seconds East, 202.48 feet; thence South 89 degrees 32 minutes 05 seconds East, 317.97 feet; thence southerly along the arc of a curve concave westerly and having a radius of 505.0 feet, an arc distance of 4.19 feet, said arc being subtended by a chord bearing and distance of South 00 degrees 13 minutes 39 seconds West, 4.19 feet; thence South 00 degrees 27 minutes 55 seconds West, 215.81 feet; thence southwesterly along the arc of a curve concave northwesterly and having a radius of 25.0 feet, an arc distance of 39.27 feet, said arc being subtended by a chord bearing and distance of South 45 degrees 27 minutes 55 seconds West, 35.36 feet; thence North 89 degrees 32 minutes 05 seconds West, 280.14 feet to said easterly line of State Road No. 15; thence northerly along said easterly line and along the arc of a curve concave westerly and having a radius of 2924.79 feet, an arc distance of 245.41 feet to the point of beginning, said arc being subtended by a chord bearing of North 02 degrees 32 minutes 12 seconds West, 245.34 feet; being 1.74 acres, more or less, in area.

C:\My Files\U3030638-16.wpd

March 2, 2006

EXHIBIT "D-2"

Legal description for HLM Investments, LLC

Parcel 2

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 1 and 16, Block 4, South Green Cove Springs, according to plat thereof recorded in Deed Book "Z", page 748, together with a portion of Palmetto Street, as shown Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of said public records, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said east line, run the following 4 courses: (1) South 16 degrees 14 minutes 14 seconds East, 401.85; (2) southerly along the arc of a curve concave westerly and having a radius of 2924.79 feet, and arc distance of 56.31 feet, said arc being subtended by a chord bearing and distance of South 15 degrees 41 minutes 08 seconds East, 56.31 feet; (3) continue southerly along said arc of curve, an arc distance of 80.0 feet, said arc being subtended by a chord bearing and distance of South 14 degrees 21 minutes 02 seconds East, 80.00 feet; (4) continue southerly along said arc of curve, an arc distance of 237.83 feet to the point of beginning, said arc being subtended by a chord bearing and distance of South 11 degrees 14 minutes 15 seconds East, 237.76 feet; thence North 79 degrees 05 minutes 46 seconds East, 306.77 feet; thence South 10 degrees 54 minutes 14 seconds East, 169.24 feet; thence southerly along the arc of a curve concave westerly and having a radius of 505.00 feet, an arc distance of 96.01 feet, said arc being subtended by a chord bearing and distance of South 05 degrees 27 minutes 26 seconds East, 95.87 feet; thence North 89 degrees 32 minutes 05 seconds West, 317.97 feet to said easterly line of State Road No. 15; thence northerly along said easterly line and along the arc of a curve concave westerly and having a radius of 2924.79 feet, an arc distance of 202.52 feet to the point of beginning, said arc being subtended by a chord bearing of North 06 degrees 55 minutes 27 seconds West, 202.48 feet; being 1.68 acres, more or less, in area.

C:\My Files\LJ030638-17.wpd

March 2, 2006

## EXHIBIT "D-3"

## Legal description for HLM Investments, LLC

## Parcel 3

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Section 46, a part of Block 3, and a part of Lots 2 and 3, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, and a part of Lots 1 and 16, Block 4, South Green Cove Springs, according to plat thereof recorded in Deed Book "Z", page 748, together with a portion of Palmetto Street and a portion of River Road as shown on said plat, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said east line, run the following 3 courses: (1) South 16 degrees 14 minutes 14 seconds East, 401.85 feet; (2) southerly along the arc of a curve concave westerly and having a radius of 2924.79 feet, and arc distance of 56.31 feet, said arc being subtended by a chord bearing and distance of South 15 degrees 41 minutes 08 seconds East, 56.31 feet; (3) continue southerly along said arc of curve, an arc distance of 80.0 feet to the point of beginning, said arc being subtended by a chord bearing and distance of South 14 degrees 21 minutes 02 seconds East, 80.00 feet; thence North 75 degrees 38 minutes 58 seconds East, 61.50 feet; thence northeasterly along the arc of a curve concave southeasterly and having a radius of 1960 feet, an arc distance of 117.90 feet, said arc being subtended by a chord bearing and distance of North 77 degrees 22 minutes 22 seconds East, 117.89 feet; thence North 79 degrees 05 minutes 46 seconds East, 103.94 feet; thence southeasterly along the arc of a curve concave southwesterly and having a radius of 25.0 feet, an arc distance of 39.27 feet, said arc being subtended by a chord bearing and distance of South 55 degrees 54 minutes 14 seconds East, 35.36 feet; thence South 10 degrees 54 minutes 14 seconds East, 220.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 306.77 feet to said easterly line of State Road No. 15; thence northerly along said easterly line and along the arc of a curve concave westerly and having a radius of 2924.79 feet, an arc distance of 237.83 feet to the point of beginning, said arc being subtended by a chord bearing of North 11 degrees 14 minutes 15 seconds West, 237.76 feet; being 1.71 acres, more or less, in area.

C:\My Files\1303063B-18.wpd

March 2, 2006

EXHIBIT "D-4"

Legal description for HLM Investments, LLC

Parcel 4

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 2 and 3, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said east line, South 16 degrees 14 minutes 14 seconds East, 238.16 feet to the point of beginning; thence North 73 degrees 45 minutes 46 seconds East, 259.00 feet; thence South 57 degrees 34 minutes 37 seconds East, 161.17 feet; thence southwesterly along the arc of a curve concave southeasterly and having a radius of 155.0 feet, an arc distance of 111.90 feet; said arc being subtended by a chord bearing and distance of South 11 degrees 44 minutes 25 seconds West, 109.49 feet; thence southwesterly along the arc of a curve concave northwesterly and having a radius of 25.0 feet, an arc distance of 38.41 feet, said arc being subtended by a chord bearing and distance of South 35 degrees 04 minutes 37 seconds West, 34.74 feet; thence South 79 degrees 05 minutes 46 seconds West, 104.05 feet; thence southwesterly along the arc of a curve concave southeasterly and having a radius of 2040 feet, an arc distance of 122.70 feet, said arc being subtended by a chord bearing and distance of South 77 degrees 22 minutes 22 seconds West, 122.70 feet; thence South 75 degrees 38 minutes 58 seconds West, 61.50 feet to said east line of State Road No. 15; thence northwesterly along said east line and along the arc of a curve concave southwesterly and having a radius of 2924.79 feet, an arc distance of 56.31 feet, said arc being subtended by a chord bearing and distance of North 15 degrees 41 minutes 08 seconds West, 56.31 feet; thence continue along said east line, North 16 degrees 14 minutes 14 seconds West, 163.69 feet to the point of beginning; being 1.68 acres, more or less, in area.

C:\My Files\L3030638-19.wpd

March 2, 2006

EXHIBIT "D-5"

**Legal description for HLM Investments, LLC**

**Parcel 5**

**A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lot 3, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:**

**Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 280.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 220.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 253.44 feet; thence southwesterly along the arc of a curve concave northwesterly and having a radius of 25.0 feet, an arc distance of 34.38 feet; said arc being subtended by a chord bearing and distance of South 28 degrees 29 minutes 24 seconds West, 31.73 feet; thence southwesterly along the arc of a curve concave southeasterly and having a radius of 155.0 feet, an arc distance of 95.93 feet, said arc being subtended by a chord bearing and distance of South 50 degrees 09 minutes 12 seconds West, 94.41 feet; thence North 57 degrees 34 minutes 37 seconds West, 161.17 feet; thence North 10 degrees 54 minutes 14 seconds West, 213.05 feet to the point of beginning; being 1.41 acres, more or less, in area.**



March 2, 2006

EXHIBIT "D-6"

Legal description for HLM Investments, LLC

Parcel 6

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lot 3, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 560.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 240.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 275.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 215.00 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 25.0 feet, an arc distance of 39.27 feet; said arc being subtended by a chord bearing and distance of North 55 degrees 54 minutes 14 seconds West, 35.36 feet; thence North 10 degrees 54 minutes 14 seconds West, 250.00 feet to the point of beginning; being 1.51 acres, more or less, in area.

March 2, 2006

EXHIBIT "D-7"

Legal description for HLM Investments, LLC

Parcel 7

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 3 and 4, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 800.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 240.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 275.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 240.00 feet; thence North 10 degrees 54 minutes 14 seconds West, 275.00 feet to the point of beginning; being 1.52 acres, more or less, in area.

EXHIBIT "D-8"

March 2, 2006

**Legal description for HLM Investments, LLC**

**Parcel 8**

**A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lot 4, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:**

**Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 1040.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 210.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 250.00 feet; thence southwesterly along the arc of a curve concave northwesterly and having a radius of 25.0 feet, an arc distance of 39.27, said arc being subtended by a chord bearing and distance of South 34 degrees 05 minutes 46 seconds West, 35.36 feet; thence South 79 degrees 05 minutes 46 seconds West, 185.00 feet; thence North 10 degrees 54 minutes 14 seconds West, 275.00 feet to the point of beginning; being 1.32 acres, more or less, in area.**

C:\My Files\130\30638-4.wpd

March 2, 2006

EXHIBIT "D-9"

**Legal description for HLM Investments, LLC**

**Parcel 9**

**A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lot 4, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:**

**Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 1330.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 175.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 275.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 150.00 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 25.0 feet, an arc distance of 39.27, said arc being subtended by a chord bearing and distance of North 55 degrees 54 minutes 14 seconds West, 35.36 feet; thence North 10 degrees 54 minutes 14 seconds West, 250.00 feet to the point of beginning; being 1.10 acres, more or less, in area.**

March 2, 2006

EXHIBIT "D-10"

Legal description for HLM Investments, LLC

Parcel 10

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 4 and 5, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 1505.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 175.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 275.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 175.00 feet; thence North 10 degrees 54 minutes 14 seconds West, 275.00 feet to the point of beginning; being 1.10 acres, more or less, in area.

March 2, 2006

EXHIBIT "D-11"

**Legal description for HLM Investments, LLC**

**Parcel 11**

**A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lot 5, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:**

**Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 1680.01 feet to the point of beginning; thence continue North 79 degrees 05 minutes 46 seconds East, 175.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 275.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 175.00 feet; thence North 10 degrees 54 minutes 14 seconds West, 275.00 feet to the point of beginning; being 1.10 acres, more or less, in area.**

March 2, 2006

EXHIBIT "D-12"

Legal description for HLM Investments, LLC

Parcel 12

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 5 and 6, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 2150.00 feet; thence South 27 degrees 10 minutes 14 seconds East, 338.56 feet to the point of beginning; thence continue South 27 degrees 10 minutes 14 seconds East, 312.51; thence South 79 degrees 05 minutes 46 seconds West, 573.71 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 350.0 feet, and arc distance of 128.89 feet, said arc being subtended by a chord bearing and distance of North 22 degrees 30 minutes 07 seconds West, 128.16 feet; thence North 11 degrees 57 minutes 09 seconds West, 143.93 feet; thence northeasterly along the arc of a curve concave southeasterly and having a radius of 30.0 feet, an arc distance of 47.67 feet, said arc being subtended by a chord bearing and distance of North 33 degrees 34 minutes 18 seconds East, 42.81 feet; thence North 79 degrees 05 minutes 46 seconds East, 484.58 feet to the point of beginning; being 3.80 acres, more or less, in area.

March 2, 2006

EXHIBIT "D-13"

Legal description for HLM Investments, LLC

Parcel 13

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lots 5 and 6, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, together with a part of Lots 5 and 6, Block 4, according to plat of South Green Cove Springs, recorded in said public records in Deed Book "Z", page 748, together with a part of River Road and a part of Lightwood Avenue as shown on said plats, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 2150.00 feet; thence South 27 degrees 10 minutes 14 seconds East, 651.07 feet to the point of beginning; thence continue South 27 degrees 10 minutes 14 seconds East, 307.02 to the northwesterly line of those lands described in Official Records Book 75, page 87 of said public records; thence on said northwesterly line, South 34 degrees 26 minutes 00 seconds West, 146.84 feet; thence westerly along the arc of a curve concave southerly and having a radius of 100.0 feet, an arc distance of 2.99 feet, said arc being subtended by a chord bearing and distance of South 80 degrees 12 minutes 40 seconds West, 2.99 feet; thence South 79 degrees 01 minutes 50 seconds West, 438.75 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 25.0 feet, and arc distance of 43.62 feet, said arc being subtended by a chord bearing and distance of North 50 degrees 59 minutes 09 seconds West, 38.29 feet; thence northwesterly along the arc of a curve concave southwesterly and having a radius of 450.0 feet, an arc distance of 328.92 feet, said arc being subtended by a chord bearing and distance of North 21 degrees 56 minutes 31 seconds West, 321.65 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 350.0 feet, an arc distance of 60.05 feet, said arc being subtended by a chord bearing and distance of North 37 degrees 58 minutes 00 seconds West, 59.98 feet; thence North 79 degrees 05 minutes 46 seconds East, 573.71 feet to the point of beginning; being 4.97 acres, more or less, in area.

C:\My Files\L3030638-9.wpd



March 2, 2006

EXHIBIT "D-14"

Legal description for HLM Investments, LLC

Parcel 14

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Section 39, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, together with a part of Lots 5 and 6, Block 4, according to plat of South Green Cove Springs, recorded in said public records in Deed Book "Z", page 748, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 2150.00 feet; thence South 27 degrees 10 minutes 14 seconds East, 958.09 feet to the northwesterly line of those lands described in Official Records Book 75, page 87 of said public records; thence on said northwesterly line, South 34 degrees 26 minutes 00 seconds West, 217.99 feet to the point of beginning; thence continue South 34 degrees 26 minutes 00 seconds West, 766.35 feet; thence North 11 degrees 57 minutes 09 seconds West, 538.15 feet; thence North 79 degrees 01 minutes 50 seconds East, 554.92 feet to the point of beginning; being 3.43 acres, more or less, in area.

March 30, 2006

EXHIBIT "D-15"

## Legal description for HLM Investments, LLC

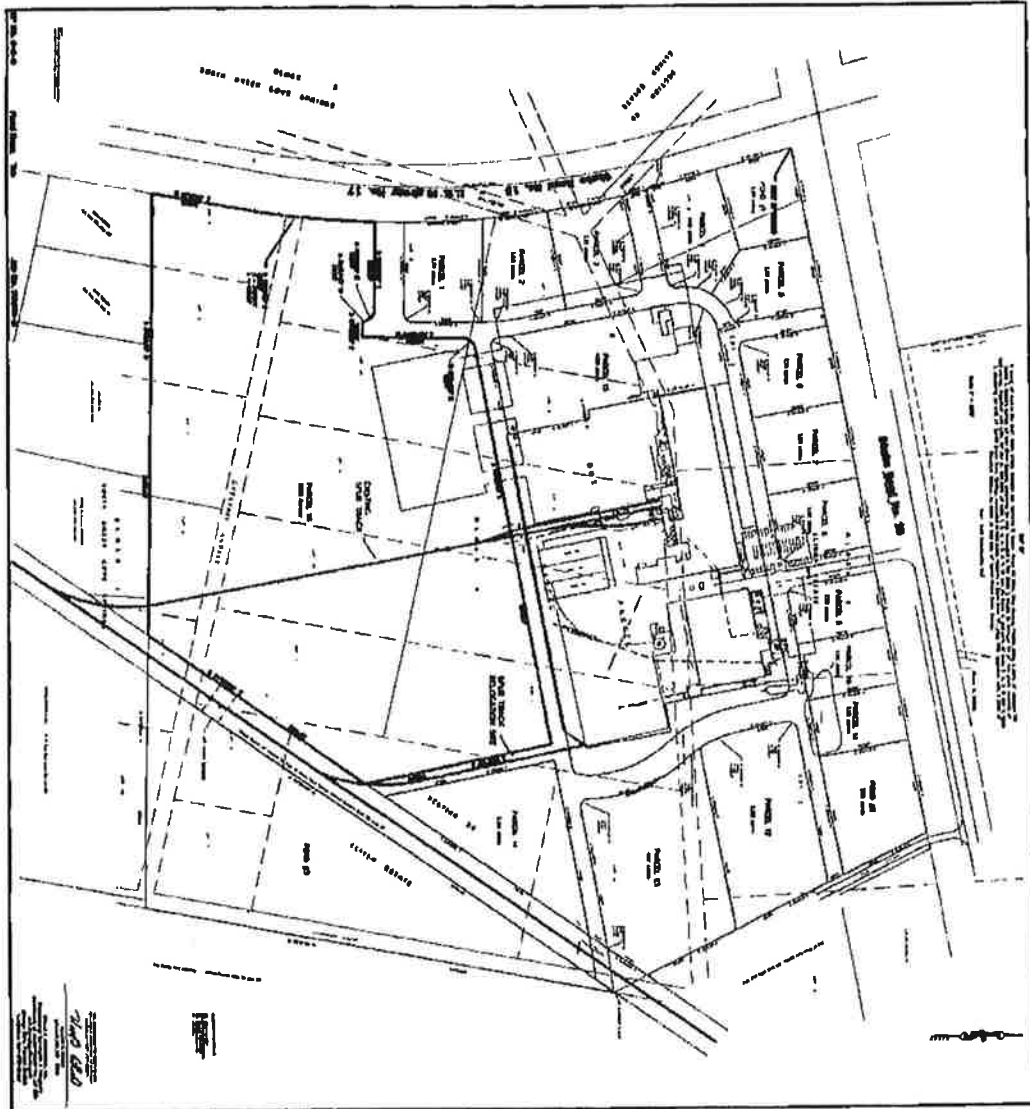
## Parcel 15

A tract of land in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being a part of Lot 3, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, and a part of Lots 1 and 2, Block 4, South Green Cove Springs, according to plat thereof recorded in Deed Book "Z", page 748, together with a portion of River Road as shown on said plat of the Clinch Estate, said tract being more particularly described as follows:

Commence at the intersection of the east line of State Road No. 15 (U.S. Highway No. 17) with the south line of State Road No. 16; thence on said south line, North 79 degrees 05 minutes 46 seconds East, 500.01 feet; thence South 10 degrees 54 minutes 14 seconds East, 253.44 feet; thence South 18 degrees 51 minutes 31 seconds East, 72.26 feet to the point of beginning; thence North 79 degrees 05 minutes 46 seconds East, 167.99 feet; thence South 10 degrees 54 minutes 14 seconds East, 443.00' thence North 79 degrees 05 minutes 46 seconds East, 27.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 256.74 feet; thence South 79 degrees 01 minutes 50 seconds West, 277.76 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 25.0 feet, and arc distance of 41.76 feet, said arc being subtended by a chord bearing and distance of North 53 degrees 07 minutes 04 seconds West, 37.07 feet; thence northerly along the arc of a curve concave westerly and having a radius of 555.0 feet, an arc distance of 54.61 feet, said arc being subtended by a chord bearing and distance of North 08 degrees 05 minutes 06 seconds West, 54.59 feet; thence North 10 degrees 54 minutes 14 seconds West, 513.08 feet; thence northeasterly along the arc of a curve concave southeasterly and having a radius of 105.0 feet, an arc distance of 64.93 feet to the point of beginning, said arc being subtended by a chord bearing and distance of North 34 degrees 05 minutes 46 seconds East, 148.49 feet; being 4.50 acres, more or less, in area.

C:\My Files\13030638-20.wpd

EXHIBIT "E"



**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Secretary



# FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, FL 32399-2400

Mr. Ward L. Huntley  
Louis L. Huntley Enterprises, Inc.  
Managing Member HLM Investments, LLC  
1890 Kingsley Avenue, Suite 102  
Orange Park, Florida 32078

Subject: **Conditional Site Rehabilitation Completion Order (CSRCO)**  
HLM Investments, LLC Property, Formerly known as "J-M Manufacturing Plant"  
965 State Road 16  
Green Cove Springs, Clay County  
DEP Site ID # ERIC\_12501 (Formerly COM\_65245)  
OGC Case No. 18-1053

Dear Mr. Huntley:

The District and Business Support Program of the Florida Department of Environmental Protection (DEP or Department) has reviewed the Summary Document and Site Rehabilitation Completion Report (SRCR), dated July 2017, and additional information reports dated from August 2017 to January 23, 2018 for HLM Investments, LLC Property, formerly known as "J-M Manufacturing Plant", for the Chlorinated Volatile Organic Compound discharge[s]. Maps showing the location of the HLM Investments, LLC Property and the location of the "contaminated site" (i.e., contaminant plume) for which this Order is being issued are attached as Exhibits 1 and 2 and are incorporated by reference herein. Failure to comply with the provisions of this Order is a violation of section 376.302, Florida Statutes (F.S.). The contaminated site includes the following parcels or parts of parcels Leonard C Taylor Parkway, Green Cove Springs, FL, Parcel IDs 38-06-26-016451-003-00, and 965 Leonard C Taylor Parkway, Green Cove Springs, FL, Parcel ID 38-06-26-016451-000-00.

The contamination, which resulted from a discharge that was discovered on March 13, 2015, consisted of chlorinated solvents and their degradation compounds (1,1,1-trichloroethane, perchloroethylene, trichloroethylene, cis-1,2-dichloroethylene, 1,1-dichloroethane, and vinyl chloride). The discharge resulted from improper disposal/dumping of spent solvents used to clean polyvinyl chloride pipe prior to printing and improper disposal of drums containing waste material of an unknown origin. The Summary Document and SRCR is supported by other submittals, prepared pursuant to the requirements of Chapter 62-780, Florida Administrative Code (F.A.C.), which can be found in DEP document repository, Oculus at: [https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC\\_12501/facility!search](https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC_12501/facility!search).

Mr. Ward L. Huntley  
DEP Site ID # ERIC\_12501  
Page 2 of 8  
August 4, 2022

This Order is not applicable to the arsenic contamination in groundwater discovered in January 2009 sourced from the U.S. Waste Logistics waste cleanup site, DEP site IDs: ERIC\_6880; STCM 9814212; BF 100501004; conditionally closed on February 26, 2016.

Based on the documentation submitted with the Summary Document and SRCR, dated July 2017, and other documents, the criteria in Chapter 62-780, F.A.C., have been met, including the commitments set forth in the technical submittals. The document attached as Exhibit 2 for contaminants remaining at the contaminated site detail the conditions for this contaminated site. Contaminants remaining at the contaminated site are limited to groundwater. Therefore, you have satisfied the site rehabilitation requirements for the contaminated site and are released from any further obligation to conduct site rehabilitation at the contaminated site, except as set forth below. See attached table (Exhibit 3), incorporated by reference herein, which includes information regarding the contaminants; affected media; applicable cleanup target levels established for the contaminated site that is the subject of this Order.

The following, including this Order, establish the institutional controls for the contaminated site and any change to the risk of exposure to any contamination or destabilization of any groundwater contamination that results from either failing to comply with the institutional controls or any change, amendment, revocation, or repeal of the institutional controls will result in the revocation of this Order.

St. Johns River Water Management District (SJRWMD) Shape File and ePermit Procedure Institutional Control (IC). The Department will rely upon the delegation, pursuant to Section 373.308 F.S., to the Water Management District (WMD) to implement a program for the issuance of permits for the location, construction, repair and abandonment of water wells and the implementation of a shared electronic record system with the Department and the appropriate WMD, which will document the location and extent of groundwater contamination for use in processing well construction permit applications to ensure that no contaminant exposure from using the groundwater as a potable drinking water source or using for irrigation or other non-potable water uses resulting in risk to human health, public safety or the environment will occur due to this contaminated site. As such, the Person Responsible for Site Rehabilitation (“PRSR”) must notify the Department if the PRSR becomes aware of the repeal or amendment of the WMD IC, or if a violation occurs at the contaminated site subject to this groundwater use IC such that the potential for exposure to contaminants resulting in risk to human health, public safety, and/or the environment is increased. Any violation of or change to the WMD IC or failure to notify the Department of such violation or change may, in addition to other remedies available at law, result in proceedings to revoke this Order and require the immediate resumption of active cleanup or require that other approved ICs be implemented, unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved.

Dewatering. DEP will rely on Rule 62-621.300, F.A.C., and the guidance incorporated therein to ensure that no exposure to contaminated groundwater resulting in risk to human health, public safety or the environment will occur due to dewatering activities on the contaminated site. DEP Rule 62-621.300, F.A.C., requires a permit when conducting dewatering in the area of a contaminated site. Any person intending to conduct dewatering within the restricted area must submit to DEP DWM a dewatering plan signed and sealed by a Florida-registered professional engineer or Florida-registered professional geologist that ensures the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated to avoid adversely impacting or increasing the potential for exposure to contaminants resulting in risk to human health, public safety or the environment. The plan must include the location(s) of the dewatering activity and the effluent disposal area(s) relative to known areas of groundwater contamination, proposed flow rate, duration, volume, estimated drawdown, (based upon design calculations), a technical evaluation demonstrating that the dewatering will not cause the migration of contamination and procedures for proper characterization, treatment, handling and disposal of any contaminated groundwater that may be encountered during dewatering. DEP DWM will keep the plan in the site file as documentation of site conditions and will rely on this professional certification for demonstrating compliance with this restriction. The PRSR is advised that other federal, state, or local laws and regulations may apply to this activity. A copy of all permits obtained for the implementation of dewatering must be provided along with the plan submitted to DEP's DWM. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, DEP, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any dewatering activities are commenced without submittal of such a plan. See attached and incorporated by reference Exhibit 4.

Stormwater features. DEP will rely on a plan signed and sealed by a Florida-registered professional engineer or Florida-registered professional geologist to construct new or modify existing stormwater features to ensure that there is no exposure to contaminated groundwater entering into new or expanded stormwater features resulting in risk to human health, public safety or the environment due to the contaminated site. The plan must include the feature location, construction and design specifications relative to known areas of soil and groundwater contamination, and a technical evaluation (including calculations, fate and transport modeling, as applicable) to demonstrate that the new stormwater facilities will not cause the migration of contamination. The plan shall also outline the procedures for proper characterization, handling and disposal of any contaminated media that may be encountered during construction. DEP DWM will keep the plan in the site file as documentation of site conditions and will rely on this professional certification for demonstrating compliance with this restriction. The PRSR is advised that other federal, state, or local laws and regulations may apply to this activity. A copy of all permits obtained for the implementation of dewatering must be provided along with the plan submitted to DEP's DWM. Construction of stormwater

swales, stormwater detention or retention features, or ditches on the contaminated site subject to these restrictions could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, parties seeking to construct stormwater features on the contaminated site subject to these restrictions must submit the above plan to DEP in addition to obtaining any authorizations that may be required by DEP's Division of Water Resource Management, the Water Management District or other federal, state, or local laws and regulations that may apply to this activity. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, DEP, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any such stormwater features are constructed or commenced without submittal of such a plan. See attached and incorporated by reference Exhibit 4.

Removal of controls. Where the institutional control is a restrictive covenant, if the current or future real property owner of the contaminated site proposes to remove it, the real property owner shall obtain prior written approval from DEP. For all types of institutional controls, the removal of the controls shall be accompanied by the immediate resumption of site rehabilitation or implementation of other approved controls, unless it is demonstrated to DEP that the criteria of Subsection 62-780.680(1), F.A.C., are met.

Well abandonment. Within 60 days of receipt of this Order, HLM Investments, LLC, is required to properly plug and abandon all monitoring wells, injection wells, extraction wells and sparge wells unless these wells are otherwise required for compliance with a local ordinance, a DEP rule or another cleanup. The wells must be plugged and abandoned in accordance with the requirements of Subsection 62-532.500(5), F.A.C. A Well Plugging Report shall be submitted to DEP within 30 days of well plugging.

Future owners and users of the contaminated site should be made aware of the existence and contents of this Order. Additionally, information about the contaminated site will be maintained on the Institutional Controls Registry at <https://floridadep.gov/waste/waste/content/institutional-controls-registry-guidance>

Further, in accordance with Section 376.30701(4), F.S., upon completion of site rehabilitation, additional site rehabilitation is not required unless it is demonstrated that:

- (a) Fraud was committed in demonstrating site conditions or completion of site rehabilitation;
- (b) New information confirms the existence of an area of previously unknown contamination which exceeds the site-specific rehabilitation levels established in accordance with Section 376.30701(2), F.S., or which otherwise poses the threat of real and substantial harm to public health, safety, or the environment;

- (c) The remediation efforts failed to achieve the site rehabilitation criteria established under this section;
- (d) The level of risk is increased beyond the acceptable risk established under Section 376.30701(2), F.S., due to substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use. Any person who changes the land use of the site, thereby causing the level of risk to increase beyond the acceptable risk level, may be required by DEP to undertake additional remediation measures to ensure that human health, public safety, and the environment are protected consistent with Section 376.30701, F.S.; or
- (e) A new discharge of pollutants or hazardous substances occurs at the site subsequent to the issuance of this Order.

## NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

### Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;



Mr. Ward L. Huntley  
DEP Site ID # ERIC\_12501  
Page 6 of 8  
August 4, 2022

- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@FloridaDEP.gov](mailto:Agency_Clerk@FloridaDEP.gov). Also, a copy of the petition shall be mailed to the addressee of this order at the address indicated above at the time of filing.

#### Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the addressee of this order must be filed within **21** days of receipt of this written notice. Petitions filed by any persons other than the addressee of this order must be filed within **21** days of publication of the notice or within **21** days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a), F.A.C.

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

#### Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@FloridaDEP.gov](mailto:Agency_Clerk@FloridaDEP.gov), before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mr. Ward L. Huntley  
 DEP Site ID # ERIC\_12501  
 Page 7 of 8  
 August 4, 2022

### Mediation

Mediation is not available in this proceeding.

### Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.


### Questions

Any questions regarding DEP's review of your Conditional Site Rehabilitation Completion Order should be directed to Brian Dougherty at 850-245-7503 or [Brian.Dougherty@FloridaDEP.gov](mailto:Brian.Dougherty@FloridaDEP.gov). Questions regarding legal issues should be referred to DEP Office of General Counsel at 850-245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

### **EXECUTION AND CLERKING**

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

**Tim J. Bahr**  Digitally signed  
 by Tim J. Bahr  
 Date: 2022.08.04  
 09:24:15 -04'00', Tim J. Bahr, P.G.

Director  
 Division of Waste Management

[TB]/[bd]

### **CERTIFICATE OF SERVICE**

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:  
 HLM Investments, LLC, 1890 Kingsley Ave, Orange Park, FL 32073  
 Louis L. Huntley Enterprises, Inc, 1890 Kingsley Ave, Orange Park, FL 32073  
 Valley National Bank, Attn: Matt Greene, President, 10739 Deerwood Park Blvd, Suite 100,  
 Jacksonville, FL 32256, via e-mail at [mgreene@valley.com](mailto:mgreene@valley.com)

Mr. Ward L. Huntley  
 DEP Site ID # ERIC\_12501  
 Page 8 of 8  
 August 4, 2022

Allstar Building Materials Ltd., c/o Smith, Husley & Busey, 225 Water Street, Suite 1800,  
 Jacksonville, FL 32202  
 RAX Co., 50 N. Laura St., Suite 3300, Jacksonville, FL 32302  
 Green Cove Springs Town Center South Maintenance Association, Inc., c/o Head, Moss, Fulton  
 & Griffin PA, 1530 Business Center Dr., Suite 4, Fleming Island, FL 32003  
 Clay County, Attn: Stephanie C. Kopelousos, County Manager, P.O. Box 1366, Green Cove  
 Springs, FL 32043  
 City of Green Cove Springs, Attn: Steve Kennedy, City Manager, City Hall-2<sup>nd</sup> Floor, 321  
 Walnut Street, Green Cove Springs, FL 32043  
 St. Johns River Water Management District – Wesley A. Curtis, [Wcurtis@sjrwmd.com](mailto:Wcurtis@sjrwmd.com)

#### **FILING AND ACKNOWLEDGMENT**

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk,  
 receipt of which is hereby acknowledged.

Judith Pennington Digitally signed by Judith  
 Pennington  
 Date: 2022.08.04 11:40:57 -04'00'  
 Clerk **Date**

ec:

DEP Northeast District – Brian Durden, [Brian.Durden@FloridaDEP.gov](mailto:Brian.Durden@FloridaDEP.gov)]  
 DEP District and Business Support Program – Brian Dougherty, [Brian.Dougherty@FloridaDEP.gov](mailto:Brian.Dougherty@FloridaDEP.gov)  
 OGC IC Research Assistant– Jordan Bennett, [Jordan.R.Bennett@FloridaDEP.gov](mailto:Jordan.R.Bennett@FloridaDEP.gov)  
 Steinmeyer Fiveash, LLP – John L. Fiveash, [jlf@steinmeyerfiveash.com](mailto:jlf@steinmeyerfiveash.com)  
 Institutional Control Registry, [DWM\\_ERIC\\_IC@FloridaDEP.gov](mailto:DWM_ERIC_IC@FloridaDEP.gov)  
 FILE

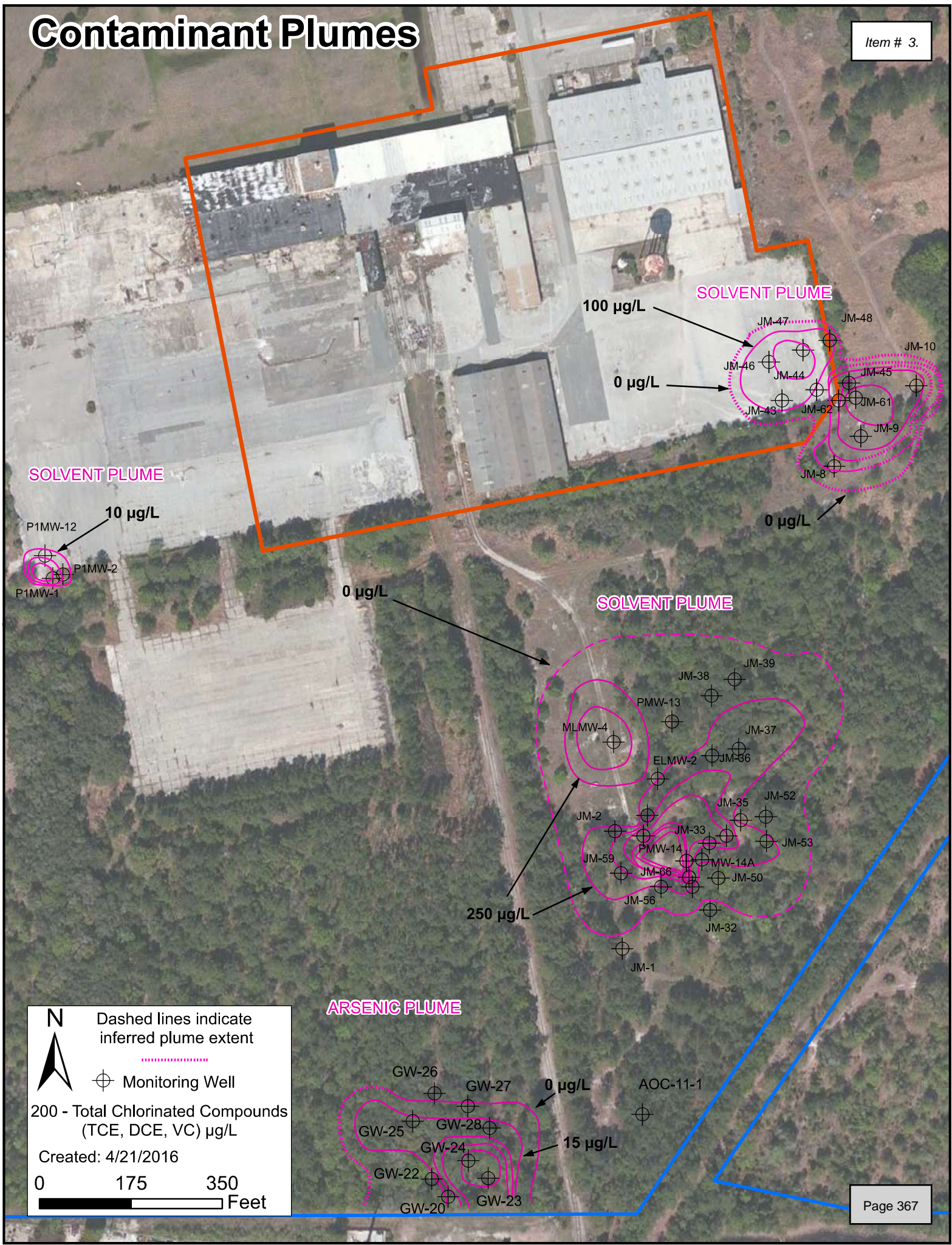
Enclosures (Exhibits 1, 2, 3 and 4)  
 Exhibit 1 – Facility Location Map  
 Exhibit 2 –Contaminated Site  
 Exhibit 3 – Tables  
 Exhibit 4 – SJRWMD Shape File

**Exhibit 1**  
Facility Location Map



**Exhibit 2**  
Contaminated Site Map

# Contaminant Plumes




SOLVENT PLUME

SOLVENT PLUME

SOLVENT PLUME

ARSENIC PLUME

**N** Dashed lines indicate inferred plume extent

 Monitoring Well

200 - Total Chlorinated Compounds (TCE, DCE, VC) µg/L

Created: 4/21/2016

0 175 350 Feet

Exhibit 3  
Tables



NLMW-1

	Units	Apr-05	May-05	May-05	Oct-05	Nov-05	Jan-06	Jan-06	Apr-06	Jun-06	Oct-06	Jan-07	Mar-07
<b>Total VOC's</b>	ug/L	84	11	27	1	24	12	12	0	34	63	7	19
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
t-1,2-Dichloroethene	ug/L	2	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.1	BDL	BDL
c-1,2-Dichloroethene	ug/L	53	8	9	1	22	11.1	11.1	BDL	33.9	60.8	6.6	18.6
Tetrachloroethene	ug/L	11	BDL	5	BDL	BDL	BDL	BDL	BDL	BDL	0.3	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	18	3	13	BDL	2	BDL	BDL	BDL	BDL	0.4	BDL	BDL
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	1.14	1.14	BDL	BDL	BDL	BDL	BDL

NLMW-1

	Units	Jun-07	Sep-07	Dec-07	Mar-08	Jun-08	Sep-09	Jan-10
<b>Total VOC's</b>	ug/L	30	31	6	1	0	3	4
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL
t-1,2-Dichloroethene	ug/L	BDL	0.38	BDL	BDL	BDL	BDL	BDL
c-1,2-Dichloroethene	ug/L	30.3	30	5.5	1.4	BDL	2.4	4.2
Tetrachloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	BDL	0.34	BDL	BDL	BDL	0.63	BDL

**MLMW-4**

Analyte	Date	Units	Apr-05	May-05	May-05	Oct-05	Nov-05	Jan-06	Jun-06	Oct-06	Jan-07	Mar-07	Jun-07
<b>Total VOC's</b>		ug/L	5523	49	74	995	1496	81	6833	15323	10136	7378	8077
Carbon tetrachloride		ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane		ug/L	62	BDL	BDL	26	18	BDL	BDL	BDL	148	BDL	259
Chloroform		ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	44
1,1-Dichloroethane		ug/L	3500	BDL	BDL	630	980	2.2	4290	10100	6280	4560	4870
1,2-Dichloroethane		ug/L	11	BDL	BDL	BDL	BDL	BDL	BDL	29	32	BDL	BDL
1,1-Dichloroethene		ug/L	10	BDL	BDL	BDL	BDL	BDL	50.5	34.5	29.5	BDL	21.5
t-1,2-Dichloroethene		ug/L	55	2	3	BDL	7	3.9	24.5	63.5	39	BDL	BDL
c-1,2-Dichloroethene		ug/L	1600	46	69	280	390	73.4	1810	4340	2800	2400	2360
Tetrachloroethene		ug/L	110	BDL	BDL	24	60	BDL	326	276	290	112	126
1,1,1-Trichloroethane		ug/L	BDL	BDL	BDL	BDL	BDL	BDL	122	BDL	BDL	BDL	BDL
Trichloroethene		ug/L	170	BDL	BDL	35	41	BDL	210	480	517	306	396
Vinyl Chloride		ug/L	5	1	2	BDL	BDL	1.2	BDL	BDL	BDL	BDL	BDL

**MLMW-4**

Analyte	Date	Units	Dec-07	Mar-08	Oct-08	May-09	Sep-09	Jan-10	Apr-10	Jul-10	Oct-10	Jan-11	Apr-11	Jul-11	Oct-11	Dec-11
<b>Total VOC's</b>			7192	2644	2260	2761	1449	39	378	892	1291	1401	95	3194	123	608
Carbon tetrachloride		BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane		91	BDL	36	BDL	96	160	BDL	8.1	15	23	28	BDL	49.8	1.39	9.4
Chloroform		29	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane		4100	2600	1600	1400	1600	670	39	240	500	730	800	50	1890	42.7	400
1,2-Dichloroethane		BDL	BDL	5.6	BDL	5.5	7.8	BDL	BDL	BDL	3.3	BDL	BDL	7.2	7.2	2.1
1,1-Dichloroethene		BDL	BDL	3.7	BDL	3	6.6	BDL	BDL	BDL	1	BDL	BDL	BDL	BDL	0.41
t-1,2-Dichloroethene		30	BDL	10	BDL	14	23	BDL	BDL	4.8	6.2	8.3	BDL	14.7	0.52	4.3
c-1,2-Dichloroethene		2600	1500	850	690	900	320	BDL	91	260	420	450	45	1050	28.3	160
Tetrachloroethene		52	140	19	BDL	1	170	BDL	6.9	12	4.4	4.6	BDL	39.2	39.2	3.3
1,1,1-Trichloroethane		BDL	BDL	BDL	170	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene		290	300	120	BDL	140	85	BDL	32	100	100	110	BDL	143	3.34	27
Vinyl Chloride		BDL	BDL	BDL	BDL	1.9	6.2	BDL	BDL	BDL	3.2	BDL	BDL	BDL	BDL	1.7

**SLMW-1**

Analyte	Units	Date													
		Apr-05	May-05	Jun-05	Jul-05	Oct-05	Nov-05	Apr-06	Jun-06	Oct-06	Jan-07	Mar-07	Jun-07	Sep-07	
<b>Total VOC's</b>	ug/L	3508	740	2572	2682	280	587	438	576	1404	1169	3840	2618	3886	4049
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	23	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	160	BDL	1000	BDL	BDL	42	BDL	BDL	18.9	49.3	65	170	128	230
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	1	BDL	BDL	BDL	BDL	BDL	BDL	BDL	3.5	BDL	BDL	BDL	BDL	BDL
t-1,2-Dichloroethene	ug/L	3	BDL	BDL	BDL	BDL	BDL	5	BDL	3.3	39.9	18.4	BDL	124	43
c-1,2-Dichloroethene	ug/L	34	BDL	17	BDL	BDL	BDL	420	519	1320	1030	3700	2410	3510	3700
Tetrachloroethene	ug/L	3200	740	1500	2600	280	530	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	110	BDL	55	82	BDL	15	13	33.5	58.7	50.2	57	37.5	124	76
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL

**SLMW-1**

Analyte	Units	Date											
		Dec-07	Mar-08	Jun-08	Jan-11	Apr-11	Jul-11	Oct-11	Jan-12	Oct-13			
<b>Total VOC's</b>	ug/L	498	580	956	127	52	219	284	759	184			
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL			
1,1-Dichloroethane	ug/L	45	50	BDL	BDL	BDL	43	94.7	173	67			
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL			
1,1-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	1.36	6.18	2.26	BDL			
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	21	19.9	278.9	8.5			
c-1,2-Dichloroethene	ug/L	6.6	5.8	BDL	74	52	89.3	78.9	210	45			
Tetrachloroethene	ug/L	420	500	900	BDL	BDL	11.5	27	7.08	9.2			
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL			
Trichloroethene	ug/L	26	24	56	53	BDL	46.4	53.5	80.3	54			
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	6	3.74	7.36	BDL			

**AOC11-2**

Analyte	Units	Date													
		Mar-04	Jun-05	Jul-05	Oct-05	Nov-05	Dec-06	Mar-07	Jun-07	Sep-07	Dec-07	Mar-08	Jun-08	Oct-08	Jan-09
<b>Total VOC's</b>	ug/L	2409	1771	180	164	262	2233	223	402	460	414	224	258	623	561
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	10	BDL	BDL	BDL	BDL	18.8	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	440	BDL	BDL	12	11	1780	43.4	288	220	16	21	31	44	11
1,2-Dichloroethane	ug/L	1.9	BDL	BDL	BDL	BDL	5.4	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Dichloroethane	ug/L	5.4	73	BDL	BDL	BDL	13.8	BDL	2.9	BDL	BDL	BDL	BDL	BDL	BDL
t-1,2-Dichloroethane	ug/L	10	BDL	BDL	BDL	BDL	BDL	1.5	BDL	BDL	BDL	3.7	BDL	11	12
c-1,2-Dichloroethane	ug/L	60	28	12	8	26	38.9	11.8	23.4	78	14	24	49	87	56
Tetrachloroethene	ug/L	1700	1500	140	120	160	247	111	48	110	340	130	130	420	390
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	180	170	28	24	65	122	55	40	52	44	45	48	61	70
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	1.4	BDL	BDL	BDL	BDL	7.2	BDL	BDL	BDL	BDL	BDL	BDL	BDL	22

**AOC11-2**

Analyte	Units	Date													
		Mar-09	Apr-09	May-09	Jul-09	Sep-09	Nov-09	Jan-10	Apr-10	Jul-10	Oct-10	Jan-11	Apr-11	Jul-11	Oct-11
<b>Total VOC's</b>	ug/L	764	556	560	209	457	598	479	371	400	342	438	252	181	102
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	47	24	31	14	29	45	37	25	BDL	120	74	34	123	90.7
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	0.3	0.3
1,1,1-Dichloroethane	ug/L	2.9	BDL	BDL	BDL	BDL	1.5	BDL	BDL	BDL	BDL	BDL	BDL	0.42	0.42
t-1,2-Dichloroethane	ug/L	34	36	34	5.9	7.9	12	BDL	BDL	BDL	BDL	BDL	BDL	2.15	0.32
c-1,2-Dichloroethane	ug/L	140	120	140	48	130	170	87	65	78	54	110	72	35.5	3.19
Tetrachloroethene	ug/L	370	250	220	98	160	190	230	170	190	120	95	71	10.1	2.9
1,1,1-Trichloroethane	ug/L	10	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	110	100	100	23	98	140	83	58	77	48	39	32	5.59	1.37
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	50	26	35	20	32	39	42	53	55	BDL	120	43	4.42	0.53

**AOC11-2**

Analyte	Units	Date									
		Jan-12	Apr-12	Aug-12	Nov-12	Oct-13	Apr-14	Sep-14	Dec-14		
<b>Total VOC's</b>	ug/L	152	565	78	139	447	574	600	1023		
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	5.22	15.7	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	131	539	5.12	4.8	29	33	43	110		
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.1
1,1-Dichloroethene	ug/L	BDL	BDL	BDL	0.41	1.1	1.4	1.5	3.4		
t-1,2-Dichloroethene	ug/L	9.18	BDL	6.85	36	15	23	44	46		
c-1,2-Dichloroethene	ug/L	3.42	7.85	28.5	38	180	300	350	580		
Tetrachloroethene	ug/L	1.58	BDL	14	24	56	36	16	26		
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	1.48	BDL	20.3	32	160	160	110	200		
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	BDL	2.4	2.73	4.2	5.4	21	35	56		

**JM-56**

Analyte	units	DATE													
		Mar-08	Jun-08	Oct-08	Jan-09	May-09	Sep-09	Jan-10	Apr-10	Nov-10	Apr-11	Jul-11	Oct-11	Jan-12	Aug-12
<b>Total VOC's</b>	ug/L	133	73	141	43	53	53	51	57	26	19	49	48	504	34
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	188	BDL
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	BDL	0.7	BDL	1.5	BDL	BDL	1.3	2.5	15	11	25.3	14.2	305	BDL
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	0.5	5.4	3.1	7.88	5.79	4.76	BDL
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
c-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	0.67	BDL	BDL	BDL	2.4	1.8	1.3	3.98	4.32	6.05	0.55
Tetrachloroethene	ug/L	120	66	130	38	49	BDL	47	52	2.1	3.5	11.2	22.5	BDL	32.4
1,1,1-Trichloroethane	ug/L	13	6.5	11	3.2	4	BDL	1.5	1.8	1.9	0.57	0.31	0.62	BDL	1.45
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	0.41	BDL	BDL	BDL	BDL	0.7	0.49	BDL	BDL	0.38	0.64	BDL	BDL
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL

**JM-56**

Analyte	units	Date			
		Oct-13	Apr-14	Sep-14	Dec-14
<b>Total VOC's</b>	ug/L	23	16	17	14
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL
Chloroform	ug/L	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	6.5	3.7	1.5	6.6
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	BDL	BDL	BDL	BDL
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL
c-1,2-Dichloroethene	ug/L	2.1	0.41	BDL	1.7
Tetrachloroethene	ug/L	13	11	15	5.3
1,1,1-Trichloroethane	ug/L	0.97	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	0.58	0.5	BDL	0.48
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL

**JM-2**

Analyte	Units	DATE													
		Jul-05	Nov-05	Apr-06	Mar-07	Jun-07	Sep-07	Dec-07	Mar-08	Jun-08	Oct-08	Jan-09	Mar-09	Apr-09	May-09
<b>Total VOC's</b>	ug/L	554	533	1178	1292	1144	661	279	364	860	182	448	473	276	79
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	21	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	BDL	6	14	155	101	120	26	29	52	BDL	44	64	46	BDL
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	16	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	3.4	BDL	BDL	BDL	BDL	BDL	BDL	6.4	BDL	BDL
t-1,2-Dichloroethane	ug/L	BDL	2	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.3	BDL
c-1,2-Dichloroethane	ug/L	BDL	8	21.5	BDL	31.3	14	4.8	10	17	52	35	45	19	53
Tetrachloroethane	ug/L	500	470	1010	1080	941	490	230	300	740	100	330	310	180	7.5
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethane	ug/L	54	47	111	56.5	67	37	18	25	51	14	39	48	29	7.4
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	0.86	11

**JM-2**

Analyte	Units	DATE													
		Jul-09	Sep-09	Jan-10	Apr-10	Jul-10	Oct-10	Nov-10	Jan-11	Jan-11	Apr-11	Jul-11	Oct-11	Jan-12	Aug-12
<b>Total VOC's</b>	ug/L	30	111	108	25	65	2576	565	334	229	175	844	760	333	7
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	7.5	59	BDL	3.74	4.4	2	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	4.62	BDL
1,1-Dichloroethane	ug/L	0.48	BDL	BDL	BDL	BDL	1100	220	130	170	76	363	429	195	BDL
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	0.64	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	0.37	BDL	BDL	BDL	BDL	470	BDL	2.9	BDL	BDL	4.24	2.85	1.36	BDL
t-1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	3.54	2.75	1.12	BDL
c-1,2-Dichloroethane	ug/L	12	69	48	BDL	35	510	41	44	BDL	20	71.2	45.9	23	1.09
Tetrachloroethane	ug/L	11	7.2	7.2	25	16	16	240	80	BDL	53	248	161	60.3	5.05
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethane	ug/L	2.1	6.5	16	BDL	14	BDL	64	59	BDL	26	133	99.7	39	0.96
Vinyl Chloride	ug/L	3.8	28	37	BDL	BDL	480	BDL	11	BDL	BDL	16.5	14.7	6.58	BDL

JM-2

Analyte	Units	Oct-13	Apr-14	Dec-14
<b>Total VOC's</b>	ug/L	37	33	377
Carbon tetrachloride	ug/L	BDL	BDL	BDL
Chloroethane	ug/L	BDL	1.6	BDL
Chloromethane	ug/L	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	14	10	260
1,2-Dichloroethane	ug/L	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	BDL	0.26	3.4
t-1,2-Dichloroethene	ug/L	BDL	0.78	3.9
c-1,2-Dichloroethene	ug/L	9.1	9.7	31
Tetrachloroethene	ug/L	6.1	5	14
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL
Trichloroethene	ug/L	7.7	4.6	57
Vinyl Chloride	ug/L	BDL	1.2	7.6



JM-59

Analyte	DATE	units	Mar-08	Jun-08	Apr-10	Oct-10	Nov-10	Jan-11	Jul-11	Oct-11	Jan-12	Aug-12	Dec-14
<b>Total VOC's</b>		ug/L	6	30	130	1560	181	311	497	330	449	14	453
Carbon tetrachloride		ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane		ug/L	BDL	BDL	BDL	BDL	2.6	4.9	BDL	11.2	9.66	BDL	25
Chloroform		ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	0.44	BDL
1,1-Dichloroethane		ug/L	2.6	4.8	4.1	8.4	100	190	325	242	347	8.02	260
1,2-Dichloroethane		ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane		ug/L	BDL	0.68	0.32	10	7.6	8.8	6.18	2.82	5.12	BDL	25
t-1,2-Dichloroethane		ug/L	BDL	0.52	BDL	67	BDL	BDL	2.04	1.42	1.46	BDL	4.6
c-1,2-Dichloroethane		ug/L	3.7	17	0.61	940	5.4	10	7.42	5.76	7.76	0.38	42
Tetrachloroethane		ug/L	BDL	2.8	120	BDL	29	24	18.1	9.02	7.78	5.39	7.7
1,1,1-Trichloroethane		ug/L	BDL	1	BDL	4.8	15	13	8.14	2.54	4.96	0.23	33
1,1,2-Trichloroethane		ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene		ug/L	BDL	2.7	4.6	530	1.3	BDL	1.98	BDL	0.74	BDL	3.5
Vinyl Chloride		ug/L	BDL	BDL	BDL	BDL	20	60	128	55.2	65	BDL	52

**ELMW2**

Analyte	Units	Date													
		Sep-05	Nov-05	Jan-06	Apr-06	Dec-07	Mar-08	Jun-08	Oct-08	Jan-09	May-09	Sep-09	Jan-10	Apr-10	Jul-10
<b>Total VOC's</b>	ug/L	952	1034	527	1698	1735	396	1440	1118	2385	2023	578	622	1005	1256
Carbon tetrachloride	ug/L			BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L			BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L			4.65	13.4	200	18	30	98	70	83	34	BDL	35	BDL
1,2-Dichloroethane	ug/L			BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L			BDL	3.7	BDL	BDL	BDL	BDL	15	6.7	3.8	BDL	BDL	BDL
t-1,2-Dichloroethane	ug/L			1.8	3.5	BDL	BDL	BDL	BDL	84	120	22	39	39	46
c-1,2-Dichloroethane	ug/L			39	96.3	94	19	200	800	1500	1300	430	470	670	950
Tetrachloroethane	ug/L			112	451	180	69	210	BDL	34	9.2	3.9	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L			BDL	BDL	61	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethane	ug/L			370	1130	1200	290	1000	220	660	490	33	57	220	190
Vinyl Chloride	ug/L			BDL	BDL	BDL	BDL	BDL	BDL	22	14	51	56	41	70

**ELMW2**

Analyte	Units	Date								
		Oct-10	Jan-11	Apr-11	Jul-11	Oct-11	Jan-12	Aug-12	Apr-14	Sep-14
<b>Total VOC's</b>	ug/L	680	1133	547	939	121	413	688	41	185
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	1.98	3.94	BDL	BDL
1,1-Dichloroethane	ug/L	120	180	47	113	87.7	BDL	17	BDL	9.3
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	322	1.34	BDL	BDL
1,1-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	1.29	3.48	2.5	BDL
t-1,2-Dichloroethane	ug/L	BDL	35	BDL	26.5	1.25	2.09	15.6	0.83	BDL
c-1,2-Dichloroethane	ug/L	400	670	340	695	24	32.4	391	24	72
Tetrachloroethane	ug/L	BDL	BDL	BDL	21.1	2.05	15.6	26.6	1.1	20
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethane	ug/L	160	150	110	32.2	4.97	36.3	154	5	76
Vinyl Chloride	ug/L	BDL	98	50	51.6	0.86	1.41	74.7	7.8	7.8

PMW-14 (Source Area)		DATE													
		Units	Jun-05	Jul-05	Nov-05	Feb-06	Apr-06	Oct-06	Dec-06	Jun-07	Sep-07	Nov-07	Dec-07	Mar-08	Jun-08
<b>Total VOC's</b>	ug/L	20370	7200	1769	1259	2573	23189	9286	7594	21230	16655	13608	26260	30645	20910
Carbon tetrachloride	ug/L	970	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1400	BDL	BDL	BDL	1400
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	46.9	27.8	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	2.4	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	9600	1200	280	487	478	19300	7310	4380	10000	1200	2000	1300	2500	1600
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	1.2	15.6	8	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	2000	1000	410	268	722	846	535	648	1300	1300	860	2600	3100	170
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
c-1,2-Dichloroethene	ug/L	BDL	BDL	5	3.75	5	40.3	61.6	235	330	72	96	440	370	210
Tetrachloroethene	ug/L	1400	1000	240	129	467	477	566	725	1700	3000	1300	2500	4300	440
1,1,1-Trichloroethane	ug/L	6400	4000	810	363	887	2370	731	1500	7900	9600	9300	19000	20000	17000
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	3	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	BDL	11	2.15	5.1	11.8	23.8	106	BDL	54	BDL	420	270	90
Trichlorofluoromethane	ug/L	BDL	BDL	13	6.35	7.2	48.6	9.2	8DL	BDL	29	52	BDL	78	BDL
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	27.4	13.8	BDL	BDL	BDL	BDL	BDL	27	BDL

**PMW-14 (Source Area)**

PMW-14 (Source Area)		DATE													
		Units	Jan-09	Mar-09	Apr-09	May-09	Jul-09	Sep-09	Nov-09	Jan-10	Apr-10	Jun-10	Jul-10	Oct-10	Jan-11
<b>Total VOC's</b>	ug/L	8940	9460	4460	7542	3532	3296	5267	9410	8890	17010	12206	4182	3269	4202
Carbon tetrachloride	ug/L	920	1100	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	9.2	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroform	ug/L	BDL	BDL	BDL	5.1	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	820	1200	690	1900	1600	1500	2300	4100	3800	6400	4800	2900	2700	3000
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	300	440	420	540	320	330	46	540	440	800	230	BDL	BDL	BDL
t-1,2-Dichloroethene	ug/L	BDL	BDL	18	24	BDL	BDL	50	BDL	BDL	180	120	43	18	35
c-1,2-Dichloroethene	ug/L	300	610	410	1100	690	630	1300	2100	2200	6000	3700	680	130	100
Tetrachloroethene	ug/L	540	410	260	350	260	170	690	180	280	190	120	43	33	56
1,1,1-Trichloroethane	ug/L	6000	5600	2600	3500	630	650	620	390	570	740	410	160	91	150
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	8.6	BDL	2.4	3.1	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	60	100	49	86	32	BDL	78	BDL	BDL	BDL	37	BDL	BDL	BDL
Trichlorofluoromethane	ug/L	BDL	BDL	13	19	BDL	2.8	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	11	180	2100	1600	2700	2700	260	200	790

## PMW-14 (Source Area)

Analyte	Units	Jul-11	Oct-11	Jan-12	Apr-12	Aug-12	Oct-13	Apr-14	Sep-14
Total VOC's	ug/L	4545	5330	4341	5638	10947	5740	25760	8339
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	44.6	187	121	241	376	150	700	240
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	3430	3460	3470	4780	4350	2600	9300	2600
1,2-Dichloroethane	ug/L	5	5	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Dichloroethane	ug/L	12.6	32.6	33.4	55.6	BDL	320	1300	270
t-1,2-Dichloroethane	ug/L	30.8	51.4	20.6	15	50.5	37	BDL	200
c-1,2-Dichloroethane	ug/L	22.6	24.6	25.4	31.4	258	940	7800	2800
Tetrachloroethene	ug/L	115	130	86.4	48	174	120	690	180
1,1,1-Trichloroethane	ug/L	106	49	52	70.6	4250	1300	3900	1200
1,1,2-Trichloroethane	ug/L	10.4	10.4	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	BDL	BDL	BDL	30.5	68	370	79
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	27.5	5.2	BDL	BDL
Vinyl Chloride	ug/L	768	1380	532	396	1430	200	1700	770

**PMW-14a (Source Area)**

Analyte	Units	DATE													
		Feb-06	Apr-06	Jun-06	Dec-06	Jan-07	Mar-07	Oct-08	Mar-09	Apr-09	Jun-10	Jul-10	Oct-10	Jan-11	Apr-11
<b>Total VOC's</b>	ug/L	1778	2091	80670	158062	36610	2811	17493	16371	8897	10110	7960	6930	10376	5555
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	840	960	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	9	BDL	BDL	BDL	BDL	BDL	BDL
Chloroform	ug/L	1.45	BDL	145	163	BDL	2.8	BDL	BDL	BDL	230	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	370	402	23300	31000	4700	444	1900	3800	1700	2700	2600	2900	4600	3300
1,2-Dichloroethane	ug/L	BDL	3.2	275	BDL	BDL	7.2	BDL	34	25	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	185	229	4640	10600	7760	348	3700	3900	3300	3200	2000	1200	1600	740
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	15.3	BDL	BDL	BDL	11	14	BDL	30	BDL	26	BDL
c-1,2-Dichloroethene	ug/L	20.5	30.5	BDL	71.8	140	7.2	140	250	250	BDL	410	870	1500	550
Tetrachloroethene	ug/L	177	268	2100	3620	5160	764	1800	2100	1500	3100	2300	1400	1800	710
1,1,1-Trichloroethane	ug/L	1010	1150	49300	110000	18500	1210	8700	5200	1900	BDL	BDL	BDL	BDL	48
1,1,2-Trichloroethane	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	5.55	8.2	BDL	104	BDL	8.7	53	65	63	BDL	120	110	140	67
Trichlorofluoromethane	ug/L	8.35	BDL	910	2450	350	19	360	26	140	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	BDL	BDL	BDL	37.9	BDL	BDL	BDL	16	5.1	880	500	450	710	140

**PMW-14a (Source Area)**

Analyte	Units	Jul-11	Oct-11	Aug-12	Oct-13	Sep-14
		<b>Total VOC's</b>	ug/L	4522	3076	1025
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	12.7	20.2	49	23
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	3320	1280	285	530	240
1,2-Dichloroethane	ug/L	7.2	70.9	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	403	210	13.1	30	3.5
t-1,2-Dichloroethene	ug/L	6.4	6.4	BDL	5.9	BDL
c-1,2-Dichloroethene	ug/L	336	192	13.8	120	8.7
Tetrachloroethene	ug/L	309	299	67.2	20	10
1,1,1-Trichloroethane	ug/L	82.2	914	613	83	74
1,1,2-Trichloroethane	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	33.2	31.6	6.2	11	BDL
Trichlorofluoromethane	ug/L	BDL	14.9	6.5	BDL	BDL
Vinyl Chloride	ug/L	25.4	44.1	BDL	74	BDL

**ELMW-2**

Analyte	Units	Date													
		Sep-05	Nov-05	Jan-06	Apr-06	Dec-07	Mar-08	Jun-08	Oct-08	Jan-09	May-09	Sep-09	Jan-10	Apr-10	Jul-10
<b>Total VOC's</b>	ug/L	952	1034	527	1698	1735	396	1440	1118	2385	2023	578	622	1005	1256
Carbon tetrachloride	ug/L			BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L			BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L			4.65	13.4	200	18	30	98	70	83	34	BDL	35	BDL
1,2-Dichloroethane	ug/L			BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L			BDL	3.7	BDL	BDL	BDL	BDL	15	6.7	3.8	BDL	BDL	BDL
t-1,2-Dichloroethane	ug/L			1.8	3.5	BDL	BDL	BDL	BDL	84	120	22	39	39	46
c-1,2-Dichloroethane	ug/L			39	96.3	94	19	200	800	1500	1300	430	470	670	950
Tetrachloroethane	ug/L			112	451	180	69	210	BDL	34	9.2	3.9	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L					61	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethane	ug/L			370	1130	1200	290	1000	220	660	490	33	57	220	190
Vinyl Chloride	ug/L			BDL	BDL	BDL	BDL	BDL	BDL	22	14	51	56	41	70

**ELMW-2**

Analyte	Units	Date											
		Oct-10	Jan-11	Apr-11	Jul-11	Oct-11	Jan-12	Aug-12	Apr-14	Aug-14			
<b>Total VOC's</b>	ug/L	680	1133	547	939	121	413	688	41	191			
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL			
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	1.98	3.94	BDL	BDL			
1,1-Dichloroethane	ug/L	120	180	47	113	87.7	BDL	17	BDL	9.3			
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	322	1.34	BDL	BDL			
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	1.29	3.48	2.5	BDL			
t-1,2-Dichloroethane	ug/L	BDL	35	BDL	26.5	1.25	2.09	15.6	0.83	5.4			
c-1,2-Dichloroethane	ug/L	400	670	340	695	24	32.4	391	24	72			
Tetrachloroethane	ug/L	BDL	BDL	BDL	21.1	2.05	15.6	26.6	1.1	20			
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL			
Trichloroethane	ug/L	160	150	110	32.2	4.97	36.3	154	5	76			
Vinyl Chloride	ug/L	BDL	98	50	51.6	0.86	1.41	74.7	7.8	7.8			

**JM-66 (Source Area)**

Analyte	Units	Date													
		Mar-10	Apr-10	Jun-10	Jul-10	Oct-10	Jan-11	Apr-11	Jul-11	Oct-11	Jan-12	Apr-12	Aug-12	Nov-12	Oct-13
<b>Total VOC's</b>	ug/L	6432	9659	10815	10682	7023	8820	10560	13638	16198	16606	10841	15584	9484	4639
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	53	BDL	BDL	BDL	BDL	BDL	BDL	BDL	210
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	36	BDL	BDL	BDL	BDL	BDL	63.5	BDL	BDL	BDL	BDL	BDL
c-1,2-Dichloroethene	ug/L	2200	2200	1800	1800	1000	1200	2600	2740	2280	3300	1520	1490	1000	1300
1,1-Dichloroethane	ug/L	2600	3500	3200	2900	2500	3900	4300	5830	4780	6310	3450	3160	1900	1100
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	371	BDL	BDL	330	BDL
1,1-Dichloroethene	ug/L	1000	500	560	540	160	180	560	445	496	843	362	832	550	240
Methylene Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Tetrachloroethene	ug/L	570	600	650	670	310	320	380	429	755	482	293	872	620	340
t-1,2-Dichloroethene	ug/L	62	59	69	72	53	67	120	132	121	150	75.5	BDL	53	49
1,1,1-Trichloroethane	ug/L	BDL	2800	4500	4700	3000	3100	2600	4040	7680	5150	5140	9230	5000	1400
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	22	22	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	97	100	120	160	49	60	85	62.5	98	89.5	36.5	94.5	140	66
Trichlorofluoromethane	ug/L	46	63	59	41	27	BDL	87	26.5	bdl	47.5	26	60.5	BDL	99
Vinyl Chloride	ug/L	BDL	BDL	BDL	66	30	36	60	BDL	65.5	183	61	BDL	BDL	BDL

**JM-66 (Source Area)**

Analyte	Units	Date	
		Apr-14	Sep-14
<b>Total VOC's</b>	ug/L	6009	5475
Carbon tetrachloride	ug/L	BDL	BDL
Chloroethane	ug/L	200	96
Chloroform	ug/L	BDL	BDL
Chloromethane	ug/L	BDL	BDL
c-1,2-Dichloroethene	ug/L	2200	2100
1,1-Dichloroethane	ug/L	1900	1400
1,2-Dichloroethane	ug/L	BDL	1
1,1-Dichloroethene	ug/L	230	190
Methylene Chloride	ug/L	58	58
Tetrachloroethene	ug/L	250	250
t-1,2-Dichloroethene	ug/L	71	180
1,1,1-Trichloroethane	ug/L	1100	1200
1,1,2-Trichloroethane	ug/L	BDL	BDL
Trichloroethene	ug/L	79	68
Trichlorofluoromethane	ug/L	BDL	BDL
Vinyl Chloride	ug/L	220	500



JM-51 (upgradient location in source area)

Analyte	units	Date													
		Apr-07	Sep-07	Dec-07	Mar-08	Jun-08	Oct-08	Jan-09	Mar-09	May-09	Apr-10	Jul-10	Oct-10	Nov-10	Jan-11
Total VOC's	ug/L	7	3337	4591	2148	2690	540	738	494	654	191	290	2072	1074	771
Bromomethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	54	BDL	180	150	180	BDL	11	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	10	BDL	5.5	BDL	7.1	BDL
Chloroform	ug/L	BDL	9.8	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	7.1	460	460	190	310	350	260	270	340	150	230	840	830	650
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	0.3	740	420	260	260	24	23	1.8	BDL	BDL	BDL	770	10	BDL
t-1,2-Dichloroethene	ug/L	BDL	BDL	21	10	12	BDL	3.1	3.1	1.4	BDL	BDL	19	BDL	BDL
c-1,2-Dichloroethene	ug/L	BDL	460	940	370	500	22	21	5.6	9.2	BDL	BDL	400	39	22
Tetrachloroethene	ug/L	BDL	17	540	460	780	25	37	13	6	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	1600	2000	770	680	29	BDL	22	27	BDL	43	43	150	80
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	24	190	82	85	8	14	BDL	1.1	BDL	BDL	BDL	BDL	BDL
Trichlorofluoromethane	ug/L	BDL	26	20	6.1	9.3	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	82	200	28	43	41	BDL	BDL	38	19

## JM-51 (upgradient location in source area)

Analyte	units	Date									
		Apr-11	Jul-11	Oct-11	Jan-12	Apr-12	Aug-12	Oct-13	Apr-14	Sep-14	
Total VOC's	ug/L	657	605	726	674	413	263	239	159	276	
Bromomethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
Chloroethane	ug/L	BDL	BDL	4.2	BDL	2	BDL	BDL	BDL	11	
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
1,1-Dichloroethane	ug/L	560	519	588	611	358	214	150	96	150	
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
1,1-Dichloroethene	ug/L	BDL	BDL	BDL	4.3	4.08	4.24	8.2	4.8	7.5	
t-1,2-Dichloroethene	ug/L	BDL	BDL	2.72	1.5	1.26	0.9	3	2.2	4.7	
c-1,2-Dichloroethene	ug/L	BDL	2.75	4.32	6.1	7.26	5.24	23	25	48	
Tetrachloroethene	ug/L	BDL	19.7	5.92	3.15	1.98	4.7	8.8	5.9	13	
1,1,1-Trichloroethane	ug/L	83	49.8	44.3	25.1	24.3	27.9	38	15	18	
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
Trichloroethene	ug/L	BDL	BDL	BDL	BDL	0.76	0.98	2.2	2.9	2.9	
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
Vinyl Chloride	ug/L	14	13.8	76.4	23.2	13.6	4.68	5.4	7.6	21	

**JM-50**

Analyte	Date		Apr-07	Jun-07	Mar-08	Jun-08	Jun-08	Sep-09	Apr-10	Jul-10	Oct-10	Apr-11	Oct-11	Apr-14
	Apr-07	Jun-07												
<b>Total VOC's</b>	360	9086	363	929	772	551	954	958	606	986	127	BDL	BDL	BDL
Carbon tetrachloride	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	346	BDL	BDL	3.4	BDL	11	20	13	BDL	16.5	12	BDL	BDL	BDL
1,1-Dichloroethane	10.3	2200	80	230	250	150	200	220	120	163	28	BDL	BDL	BDL
1,2-Dichloroethane	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Dichloroethene	3.7	588	17	54	47	31	56	50	36	32.9	1.1	BDL	BDL	BDL
t-1,2-Dichloroethene	BDL	106	4.5	13	BDL	9.1	18	14	9.5	9.82	4.6	BDL	BDL	BDL
c-1,2-Dichloroethene	BDL	5480	260	600	450	320	650	650	400	672	72	BDL	BDL	BDL
Tetrachloroethene	BDL	BDL	BDL	3.3	BDL	BDL	3.4	BDL	BDL	2.09	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	BDL	530	1.5	23	25	25	BDL	BDL	BDL	0.49	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	BDL	BDL	BDL	1	BDL	4.8	6.1	6.2	4.4	5.25	0.85	BDL	BDL	BDL
Trichlorofluoromethane	BDL	182	BDL	0.8	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	BDL	BDL	BDL	0.39	BDL	BDL	BDL	4.6	36	83.9	8.9	BDL	BDL	BDL

JM-33 (1)

Date

Analyte	Units	Feb-06	Apr-06	Jun-06	Jun-06	Sep-06	Oct-06	Dec-06	Jan-07	Mar-07	Jun-07	Sep-07	Dec-07	Mar-08	Jun-08
<b>Total VOC's</b>	ug/L	49089	35208	42454	49543	47377	89342	58047	61420	39830	16589	26900	7732	3270	3300
Bromomethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroform	ug/L	29	BDL	BDL	40	22	BDL	21	BDL	BDL	BDL	40	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	15400	10300	13400	15700	11400	41400	20400	15200	20400	5700	14000	4700	1600	1200
1,2-Dichloroethane	ug/L	96	67	92	97	BDL	138	91	BDL	BDL	28.5	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	10800	6270	6150	7340	11500	15100	12600	13300	5580	3120	3900	910	470	440
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	25	BDL	BDL	24	BDL	BDL	10.5	BDL	BDL	BDL	BDL
c-1,2-Dichloroethene	ug/L	266	214	255	292	BDL	755	566	560	690	1070	3400	720	450	590
Tetrachloroethene	ug/L	6400	10700	16900	17300	6810	5870	6520	6710	5850	2290	2000	490	380	620
1,1,1-Trichloroethane	ug/L	15400	7260	4560	7680	16900	24700	16900	24300	6630	3730	2800	640	280	340
1,1,2-Trichloroethane	ug/L	37	BDL	BDL	BDL	46	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2,2-Tetrachloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	92	247	467	423	BDL	209	191	330	245	264	570	230	90	110
Trichlorofluoromethane	ug/L	569	150	630	646	699	1170	734	1020	435	376	190	42	BDL	BDL
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL

**JM-33 (2)**

**Date**

Analyte	Units	Oct-08	Nov-08	Jan-09	Mar-09	Apr-09	May-09	Jul-09	Sep-09	Nov-09	Jan-10	Apr-10	Jun-10	Jul-10	Oct-10
<b>Total VOC's</b>	ug/L	4344	4040	1035	1115	1773	4515	1546	1261	2030	2273	1909	1508	662	548
Bromomethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	15	BDL	BDL	BDL	BDL	BDL
Carbon tetrachloride	ug/L	BDL	BDL	38	44	BDL	BDL	BDL	63	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	18	91	55	120	55	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	130	48	BDL	BDL	BDL	49	BDL
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	26	BDL	BDL
1,1-Dichloroethane	ug/L	1500	1200	540	560	850	2000	1000	590	1300	1600	1200	1000	340	250
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	1.9	4.2	3.4	4	7.2	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	820	520	29	17	40	240	12	8.1	34	72	67	BDL	15	20
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	11	15	20	11	9	14	BDL	BDL	BDL	BDL	BDL
c-1,2-Dichloroethene	ug/L	1800	1700	98	110	440	1600	140	100	200	190	180	53	47	38
Tetrachloroethene	ug/L	170	150	100	190	180	230	110	91	190	260	290	150	200	180
1,1,1-Trichloroethane	ug/L	BDL	470	230	170	200	280	200	120	140	120	140	230	50	50
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	2.2	BDL	BDL	6.9	6.4	BDL	BDL	BDL	BDL	BDL
1,1,2,2-Tetrachloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	3.2	3.5	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	54	BDL	BDL	13	20	40	9.7	4.9	BDL	31	32	BDL	9.7	9.8
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	5.2	10	4.6	11	6.6	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	0.8	BDL	BDL	BDL	10	BDL	BDL	BDL	BDL	BDL

JM-33 (3)	Date											
	Analyte	Units	Jan-11	Apr-11	Jul-11	Oct-11	Jan-12	Apr-12	Aug-12	Oct-13	Apr-14	Sep-14
Total VOC's	ug/L	1713	564	803	1099	1003	1441	1499	891	1073	864	
Bromomethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
Chloroethane	ug/L	110	BDL	6.7	16.2	16.8	20.9	34.9	31	BDL	9.7	
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
1,1-Dichloroethane	ug/L	1200	300	595	533	585	854	985	420	580	430	
1,2-Dichloroethane	ug/L	BDL	BDL	2.15	2.15	BDL	4	5.9	BDL	BDL	BDL	
1,1-Dichloroethene	ug/L	95	37	31	86.7	77.4	101	BDL	52	64	36	
t-1,2-Dichloroethene	ug/L	BDL	BDL	3.65	3.4	2.5	3.4	4.4	5	5.9	11	
c-1,2-Dichloroethene	ug/L	170	67	79.4	125	171	214	241	110	160	150	
Tetrachloroethene	ug/L	97	140	63.3	260	104	141	188	220	200	170	
1,1,1-Trichloroethane	ug/L	8.5	12	15.1	51.8	20.3	75.2	BDL	37	25	22	
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
1,1,2,2-Tetrachloroethane	ug/L	BDL	BDL	1.8	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
Trichloroethene	ug/L	23	7.5	5.25	13.3	12.5	16.8	22.9	16	16	13	
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
Vinyl Chloride	ug/L	9.2	BDL	BDL	7.65	13.4	10.7	16.4	BDL	22	22	

**JM-34**

Analyte	Units	Date													
		Feb-06	Apr-06	Jun-06	Jun-06	Sep-06	Oct-06	Dec-06	Jan-07	Mar-07	Jun-07	Sep-07	Dec-07	Mar-08	Jun-08
<b>Total VOC's</b>	ug/L	10850	10432	11822	8545	6646	13106	11200	5855	7987	10480	7336	4770	5457	4447
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroform	ug/L	BDL	BDL	BDL	12	BDL	BDL	BDL	BDL	BDL	BDL	36	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	6880	6310	7440	5520	4210	8190	7060	3610	4980	6910	4900	3400	2800	3000
1,2-Dichloroethane	ug/L	48.5	33.5	41.5	26	BDL	35.5	30	BDL	38.5	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	2400	2350	2720	1580	1640	3050	2570	1520	1810	2140	1300	830	1600	770
t-1,2-Dichloroethene	ug/L	51	50	60	46.5	BDL	75	61	36	182	50	BDL	BDL	35	BDL
c-1,2-Dichloroethene	ug/L	1470	1480	1560	1170	796	1730	1440	649	976	1380	1100	510	990	600
Tetrachloroethene	ug/L	BDL	158	BDL	118	BDL	25	BDL	40	BDL	BDL	BDL	BDL	32	36
1,1,1-Trichloroethane	ug/L	BDL	50	BDL	72.5	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	30	BDL	BDL
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	38.5	BDL	BDL	BDL	BDL	BDL	BDL	41

**JM-34**

Analyte	Units	Date													
		Oct-08	Apr-09	Jan-10	Apr-10	Jul-10	Oct-10	Jan-11	Apr-11	Jul-11	Oct-11	Jan-12	Apr-12	Aug-12	Nov-12
<b>Total VOC's</b>	ug/L	7150	2826	3180	3900	3750	4343	10194	3490	6235	1740	3906	747	289	40
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	73	90	BDL	BDL	81.2	183	94.3	123	2.4
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	5100	1900	2200	2700	2700	3300	6800	2800	5080	1330	2980	466	38.5	29
1,2-Dichloroethane	ug/L	BDL	4	BDL	BDL	BDL	BDL	BDL	BDL	30	30	16.5	5.7	BDL	BDL
1,1-Dichloroethene	ug/L	1300	520	320	390	370	340	1300	270	369	95.1	288	49.2	7.31	3.6
t-1,2-Dichloroethene	ug/L	BDL	14	BDL	BDL	BDL	BDL	34	BDL	21.5	5.3	12.5	3.35	1.55	0.27
c-1,2-Dichloroethene	ug/L	750	340	150	190	250	340	1300	350	490	135	252	102	3.93	3.2
Tetrachloroethene	ug/L	BDL	16	BDL	BDL	BDL	BDL	BDL	BDL	188	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	19	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	23	10.7	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	4.6	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	BDL	2.8	510	620	430	290	670	70	33.5	52.6	174	26.6	115	2

JM-34

Analyte	Units	Date		
		Oct-13	Apr-14	Sep-14
<b>Total VOC's</b>	ug/L	2255	2159	1243
Carbon tetrachloride	ug/L	BDL	BDL	BDL
Chloroethane	ug/L	260	400	270
Chloroform	ug/L	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	1400	1300	660
1,2-Dichloroethane	ug/L	6.6	5.1	BDL
1,1,1-Dichloroethane	ug/L	230	120	66
t-1,2-Dichloroethane	ug/L	17	9.7	9
c-1,2-Dichloroethane	ug/L	150	84	68
Tetrachloroethene	ug/L	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	0.78	BDL	BDL
Trichloroethene	ug/L	0.43	BDL	BDL
Trichlorofluoromethane	ug/L	BDL	BDL	BDL
Vinyl Chloride	ug/L	190	240	170



JM-35 (1)

Analyte	Units	Date													
		Feb-06	Apr-06	Jun-06	Jun-06	Oct-06	Dec-06	Jan-07	Mar-07	Jun-07	Sep-07	Dec-07	Mar-08	Jun-08	Oct-08
<b>Total VOC's</b>	ug/L	10504	18142	15549	17551	21132	16043	15984	14369	16307	6880	8100	3910	9275	10160
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroform	ug/L	7240	11800	9620	11300	13800	10600	10300	9400	10700	4600	5600	2600	6200	7200
1,1-Dichloroethane	ug/L	76	100	92.5	102	116	89	BDL	109	113	BDL	BDL	12	BDL	BDL
1,2-Dichloroethane	ug/L	1740	3520	3350	3350	3840	2840	3570	3040	2890	780	1300	840	1700	2000
t-1,2-Dichloroethene	ug/L	27.5	38.5	28.5	31	BDL	BDL	30	BDL	47	BDL	BDL	11	BDL	BDL
c-1,2-Dichloroethene	ug/L	1420	2560	2280	2540	3260	2480	2030	1820	2510	1500	1200	440	1300	960
Tetrachloroethene	ug/L	BDL	56.5	BDL	116	116	BDL	54	BDL	BDL	BDL	BDL	2.4	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	46	16	90	BDL	33.5	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.5	BDL	BDL
1,1,2,2-Tetrachloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.7	BDL	BDL
Trichlorofluoromethane	ug/L	BDL	BDL	162	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Methylene Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	BDL	21	BDL	BDL	BDL	BDL	BDL	BDL	47	BDL	BDL	1.5	75	BDL

JM-35 (2)

Analyte	Units	Jan-09	May-09	Jul-09	Sep-09	Nov-09	Jan-10	Apr-10	Jul-10	Oct-10	Jan-11	Jan-11	Apr-11	Jul-11	Oct-11
<b>Total VOC's</b>	ug/L	9600	10977	7315	3951	12345	9897	8151	10142	7873	5242	9424	4283	8217	1674
Carbon tetrachloride	ug/L	BDL	BDL	BDL	26	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	180	58	880	1700	2600	680	1150	52.6
Chloroethane	ug/L	BDL	85	BDL	26	35	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroform	ug/L	BDL	BDL	BDL	BDL	1.4	BDL	BDL	BDL	BDL	29	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	6700	7500	5000	2800	10000	7000	6400	7300	5300	3300	6400	3400	6390	1380
1,2-Dichloroethane	ug/L	BDL	49	23	35	55	BDL	BDL	BDL	BDL	55	BDL	BDL	62.5	BDL
1,1-Dichloroethene	ug/L	1500	1900	1200	810	1200	1700	720	1300	1301	BDL	BDL	BDL	107	62.1
t-1,2-Dichloroethene	ug/L	BDL	24	BDL	28	31	BDL	BDL	BDL	52	BDL	BDL	BDL	18.5	6.6
c-1,2-Dichloroethene	ug/L	1400	1300	920	BDL	750	1100	780	1300	210	62	150	74	175	92.2
Tetrachloroethene	ug/L	BDL	BDL	BDL	7.9	9.4	BDL	BDL	BDL	130	28	74	BDL	194	47.1
1,1,1-Trichloroethane	ug/L	BDL	90	150	180	190	97	71	110	BDL	BDL	BDL	BDL	19	7.5
1,1,2-Trichloroethane	ug/L	BDL	3.6	BDL	5.6	6.4	BDL	BDL	BDL	BDL	68	70	65	76	13.7
1,1,2,2-Tetrachloroethane	ug/L	BDL	BDL	BDL	13	16	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	BDL	BDL	6	BDL	BDL	BDL	74	BDL	BDL	BDL	BDL	BDL	5.7
Trichlorofluoromethane	ug/L	BDL	16	22	BDL	29	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Methylene Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	130	64	25	6.5
Vinyl Chloride	ug/L	BDL	9.5	BDL	13	22	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL

**JM-35 (3)**

Analyte	Units	Jan-12	Apr-12	Aug-12	Oct-13	Apr-14	Sep-14
<b>Total VOC's</b>	ug/L	3409	2479	11	945	539	227
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	98.2	121	BDL	2.3	BDL	BDL
Chloroethane	ug/L	41.7	16.9	BDL	7.3	18	BDL
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	2760	1990	10	750	420	180
1,2-Dichloroethane	ug/L	29.6	19.6	BDL	5.8	3.8	BDL
1,1-Dichloroethene	ug/L	176	128	BDL	85	37	17
t-1,2-Dichloroethene	ug/L	9.2	7.7	BDL	4.8	2.3	BDL
c-1,2-Dichloroethene	ug/L	237	125	BDL	78	45	24
Tetrachloroethene	ug/L	7.1	21.6	0.78	7.1	4.5	BDL
1,1,1-Trichloroethane	ug/L	BDL	2.6	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	18.4	21.3	BDL	2.3	0.98	BDL
1,1,2,2-Tetrachloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	BDL	BDL	2.7	1.9	BDL
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Methylene Chloride	ug/L	31.5	24.8	BDL	BDL	BDL	5.6
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	5.1	BDL

JM-36	Analyte	Units	Data									
			Feb-06	Apr-06	Jun-06	Jun-08	Jan-11	Apr-11	Oct-11			
	<b>Total VOC's</b>	ug/L	291	309	378	126	468	222	331			
	Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
	Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
	Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
	1,1-Dichloroethane	ug/L	1.95	2.6	9.9	5.7	BDL	BDL	BDL	BDL	BDL	
	1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
	1,1-Dichloroethene	ug/L	2.55	BDL	6.8	1.6	BDL	BDL	BDL	BDL	2.6	
	t-1,2-Dichloroethene	ug/L	2.05	1.8	1.7	3.3	16	BDL	BDL	BDL	6.02	
	c-1,2-Dichloroethene	ug/L	28.4	38.2	74.1	43	280	160	221			
	Tetrachloroethene	ug/L	81.5	94	70.8	31	BDL	BDL	BDL	BDL	2.08	
	1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
	1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
	Trichloroethene	ug/L	175	172	215	41	110	31	99			
	Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	
	Vinyl Chloride	ug/L	BDL	BDL	BDL	0.22	62	31	BDL	BDL	BDL	

dry

**JM-37**

**Date**

Analyte	Units	Feb-06	Apr-06	Jun-06	Sep-07	Jan-09	May-09	Sep-09	Nov-09	Jan-10	Apr-10	Jul-10	Oct-10	Jan-11	Apr-11
<b>Total VOC's</b>	ug/L	538	532	1212	2056	2046	2588	895	1763	1054	1027	2152	1867	3343	2156
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	9.3	BDL	BDL	29	26	16	21	38	15	19	12
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	200	197	292	590	560	910	300	700	460	530	1000	870	1800	1000
1,2-Dichloroethane	ug/L	4.2	6.8	9.8	BDL	15	18	8.2	9	8.1	BDL	14	12	17	14
1,1-Dichloroethene	ug/L	210	184	647	850	840	710	310	650	320	270	330	290	570	390
t-1,2-Dichloroethene	ug/L	2.55	BDL	BDL	BDL	BDL	BDL	2.7	3.7	BDL	3	BDL	BDL	13	BDL
c-1,2-Dichloroethene	ug/L	114	132	252	600	540	560	170	350	210	170	310	350	480	420
Tetrachloroethene	ug/L	2.9	5	BDL	BDL	3.4	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	4.45	4	4.2	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	0.44	BDL
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Methylene Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.7	BDL
Vinyl Chloride	ug/L	BDL	2.9	7.3	6.3	88	390	75	24	40	33	460	330	440	320

**JM-37**

Analyte	Units	Jul-11	Oct-11	Jan-12	Apr-12	Aug-12	Nov-12	Oct-13	Apr-14	Sep-14
<b>Total VOC's</b>	ug/L	3675	3183	3630	2979	10	410	810	536	452
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	3.08	34.1	29	BDL	1.1	4.9	BDL	1.5
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	1680	1410	1470	1310	6.07	270	540	330	270
1,2-Dichloroethane	ug/L	21	17.9	183.7	17.5	BDL	3.3	5	4	3.2
1,1-Dichloroethene	ug/L	661	630	730	690	1.68	54	110	80	67
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	2	BDL	1.4	2.8	2.2	4
c-1,2-Dichloroethene	ug/L	624	613	727	608	1.83	51	85	70	65
Tetrachloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	0.44	1	1.9	BDL
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Methylene Chloride	ug/L	BDL	BDL	BDL	2.6	BDL	BDL	2.2	BDL	BDL
Vinyl Chloride	ug/L	689	509	485	320	BDL	29	59	48	41

**PMW-13**

Analyte	Units	DATE													
		Jun-05	Jul-05	Nov-05	Jan-06	Apr-06	Jun-06	Oct-06	Jan-07	Mar-07	Jun-07	Sep-07	Dec-07	Mar-08	Jun-08
<b>Total VOC's</b>	ug/L	4660	7480	8074	7248	6811	4979	4633	5270	5478	6645	2565	1408	1483	1884
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	BDL	BDL	24	21	29.5	38	86.5	62.5	91	146	190	38	50	80
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	BDL	BDL	3	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	3.1	BDL
t-1,2-Dichloroethene	ug/L	BDL	BDL	5	BDL	BDL	BDL	BDL	BDL	BDL	12.5	15	BDL	30	35
c-1,2-Dichloroethene	ug/L	140	8DL	170	154	146	209	436	249	518	790	800	400	640	730
Tetrachloroethene	ug/L	4200	7100	7500	6680	6300	4270	3500	4290	4160	4830	1100	580	310	400
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	320	380	370	393	335	462	610	668	709	866	460	390	430	590
Vinyl Chloride	ug/L	BDL	BDL	2	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	20	49

**PMW-13**

Analyte	Units	Date													
		Oct-08	Apr-09	May-09	Jul-09	Sep-09	Jan-10	Apr-10	Jul-10	Oct-10	Jan-11	Apr-11	Jul-11	Oct-11	Jan-12
<b>Total VOC's</b>	ug/L	1690	328	398	47	63	633	337	726	679	1505	988	4415	1012	4177
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	5.2	BDL	BDL	BDL	BDL	BDL	3.8	6.9	2.9	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	2	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	200	190	360	0.85	4.8	180	87	210	270	700	190	2320	312	2170
1,2-Dichloroethane	ug/L	BDL	1.1	2.3	BDL	BDL	BDL	BDL	BDL	BDL	3.7	BDL	11.6	BDL	BDL
1,1-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	4.9	7.8	2.38	BDL
t-1,2-Dichloroethene	ug/L	830	70	16	33	46	230	130	230	200	410	340	1290	398	1340
c-1,2-Dichloroethene	ug/L	190	18	3.8	5.3	4.2	27	19	32	27	36	140	213	45	89.8
Tetrachloroethene	ug/L	BDL	BDL	2.2	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	470	41	4.9	2.3	2.8	180	89	240	170	340	270	562	240	556
Vinyl Chloride	ug/L	BDL	1.7	BDL	2.8	2.2	9.4	7.7	8	4.3	4.1	29	BDL	8.9	10.4

**PMW-13**

Analyte	Units	Date		Aug-12	Nov-12	Oct-13	Apr-14
		Apr-12	4831				
<b>Total VOC's</b>	ug/L	BDL	2229	BDL	3095	132	123
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	34	8.24	22	2.8	10	10
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	2590	462	1100	35	14	14
1,2-Dichloroethane	ug/L	9.8	682	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	BDL	BDL	14	0.57	0.74	0.74
t-1,2-Dichloroethene	ug/L	15.6	18.2	29	3.3	3.1	3.1
c-1,2-Dichloroethene	ug/L	1370	507	1000	46	48	48
Tetrachloroethene	ug/L	154	88.1	BDL	4.6	5.2	5.2
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	620	408	880	28	36	36
Vinyl Chloride	ug/L	37.9	55.8	50	12	6	6

**JM-38**

Analyte	Units	Date													
		Feb-06	Apr-06	Jan-07	Mar-07	Jun-07	Sep-07	Dec-07	Mar-08	Jun-08	Apr-10	Jul-10	Oct-10	Jan-11	Jan-12
<b>Total VOC's</b>	ug/L	20	35	38	39	56	41	46	24	118	84	300	239	321	845
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	0.82	BDL	BDL	2.98
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	0.2	0.4	1.1	BDL	BDL	1.6	BDL	BDL	4.1	7	32	33	55	239
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.2
t-1,2-Dichloroethane	ug/L	0.73	0.6	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.44
c-1,2-Dichloroethane	ug/L	7.16	11.8	8.9	9.9	18.1	18	15	8.5	28	21	84	67	90	189
Tetrachloroethene	ug/L	2.6	5.6	5.6	6.6	16	8.3	12	6.8	39	5.8	23	19	13	14.6
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	9.32	16.1	22	22	21.4	13	19	9	47	50	160	120	160	395
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL

**JM-38**

Analyte	Units	Date											
		Apr-12	Aug-12	Nov-12	Oct-13	Apr-14	Aug-14						
<b>Total VOC's</b>	ug/L	536	112	87	347	257	121						
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL						
Chloroethane	ug/L	2.96	BDL	BDL	BDL	BDL	BDL						
Chloroform	ug/L	BDL	1.07	3.9	BDL	BDL	BDL						
1,1-Dichloroethane	ug/L	198	43	14	91	57	39						
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	1.3	0.37	BDL						
1,1-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	1.1	BDL						
t-1,2-Dichloroethene	ug/L	2.08	0.35	0.82	4.9	4.6	BDL						
c-1,2-Dichloroethene	ug/L	BDL	36.1	28	99	100	40						
Tetrachloroethene	ug/L	5.48	BDL	4.3	0.68	0.44	5.3						
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL						
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL						
Trichloroethene	ug/L	325	31.4	35	150	92	37						
Vinyl Chloride	ug/L	2.12	BDL	0.88	BDL	1.5	BDL						



JM-39	Date					
		Feb-06	Apr-06	Oct-10	Jan-11	
<b>Total VOC's</b>	ug/L	391	566	183	210	
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	
Chloroethane	ug/L	BDL	BDL	BDL	0.62	
Chloroform	ug/L	BDL	BDL	BDL	BDL	
1,1-Dichloroethane	ug/L	4	8.2	14	20	
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	0.94	
1,1-Dichloroethene	ug/L	6.45	5	15	20	
t-1,2-Dichloroethene	ug/L	1.5	BDL	BDL	2.3	
c-1,2-Dichloroethene	ug/L	30.1	43.6	140	150	
Tetrachloroethene	ug/L	294	433	BDL	BDL	
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	
Trichloroethene	ug/L	54.8	76.2	8.6	3	
Methylene Chloride	ug/L	BDL	BDL	BDL	0.38	
Vinyl Chloride	ug/L	BDL	BDL	4.9	13	

**JM-52**

Analyte	units	Date											
		Dec-07	Mar-08	Jun-08	Jan-09	May-09	Sep-09	Oct-10	Apr-11	Jul-11	Oct-11	Jan-12	Aug-12
<b>Total VOC's</b>	ug/L	488	245	473	824	788	82	725	919	1407	987	739	17
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	4.2	8.2	3.7	BDL	BDL	BDL	4.1	3.3	BDL	4.9	5.28	BDL
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	230	100	210	360	380	38	330	370	624	447	316	10.2
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	2.2	BDL	2	2.9	4.65	BDL	2.46	BDL
1,1-Dichloroethene	ug/L	160	91	170	300	280	44	250	350	457	307	239	3.62
t-1,2-Dichloroethene	ug/L	4	1.6	3.2	4.4	4.6	BDL	5.9	7	9.35	6.35	5.92	BDL
c-1,2-Dichloroethene	ug/L	86	44	84	160	120	BDL	130	180	312	222	167	2.87
Tetrachloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	0.38	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.8	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	0.77	BDL	BDL	BDL	0.43	BDL	0.46	0.6	BDL	BDL	BDL	0.61
Vinyl Chloride	ug/L	2.7	BDL	2.4	BDL	1.2	BDL	2.1	2.9	BDL	BDL	2.84	BDL

**JM-53**

Analyte	units	Date		Mar-08	Jun-08	Jan-10	Apr-10	Oct-10	Nov-10	Jan-11	Apr-11	Oct-11	Jan-12	Aug-12
		units	ug/L											
<b>Total VOC's</b>	ug/L	82	BDL	425	BDL	161	54	782	1084	1114	1517	907	2078	354
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	2.1	0.71	4.6	4.1	5	4.3	2.34	6.9	BDL
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	35	BDL	170	BDL	74	24	340	450	450	580	364	819	174
1,2-Dichloroethane	ug/L	BDL	BDL	2.4	BDL	0.51	BDL	4	5.1	7	7.8	7.8	10.3	1.69
1,1-Dichloroethene	ug/L	23	BDL	120	BDL	51	15	180	270	260	430	164	573	88.9
t-1,2-Dichloroethene	ug/L	BDL	BDL	1.8	BDL	1.4	0.32	3	4.9	2.3	4.8	1.52	3	0.99
c-1,2-Dichloroethene	ug/L	24	BDL	130	BDL	32	14	250	350	390	490	367	666	88.3
Tetrachloroethene	ug/L	BDL	BDL	1.2	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	BDL	0.49	BDL	BDL	BDL	BDL	1.3	BDL	1.4	BDL	BDL	BDL
Vinyl Chloride	ug/L	BDL	BDL	1.2	BDL	0.56	BDL	2.7	3.5	3.2	6.4	1.4	5.34	BDL

Wells in Southeast corner of Allstar Property

**JM-61**

Analyte	Units	Date													
		Aug-09	Jan-10	Apr-10	Jun-10	Jul-10	Oct-10	Jan-11	Jan-11	Apr-11	Jul-11	Oct-11	Jan-12	Apr-12	Aug-12
<b>Total VOC's</b>	ug/L	106200	59696	29600	88220	53280	43020	106710	191500	70940	87200	20486	37978	16620	19258
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	4000	2400	BDL	3300	2800	2600	2800	4800	1600	1160	705	1200	690	470
Chloroform	ug/L	120	49	BDL	390	BDL	BDL	BDL	310	1500	1980	635	886	330	53
Chloromethane	ug/L	BDL	1100	BDL	1000	880	BDL	900	6200	4800	9090	4670	5130	2440	315
c-1,2-Dichloroethene	ug/L	1400	210	24000	BDL	290	520	1200	550	BDL	190	190	BDL	BDL	198
1,1-Dichloroethane	ug/L	49000	29000	BDL	37000	25000	24000	51000	86000	35000	44200	10400	22800	9820	10600
1,2-Dichloroethane	ug/L	850	350	BDL	BDL	410	BDL	490	850	540	895	215	BDL	214	100
1,1-Dichloroethene	ug/L	6200	40	BDL	BDL	610	1900	4900	BDL	BDL	BDL	BDL	BDL	BDL	358
Methylene Chloride	ug/L	140	87	BDL	BDL	BDL	BDL	BDL	1500	1000	705	696	746	303	56
Tetrachloroethene	ug/L	9100	840	BDL	1100	1100	960	3000	13000	BDL	2580	115	280	72.9	1010
t-1,2-Dichloroethene	ug/L	BDL	33	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	31000	24000	BDL	44000	21000	12000	39000	69000	24000	24400	2440	6140	2400	5460
1,1,2-Trichloroethane	ug/L	320	350	BDL	560	470	BDL	480	1400	1200	915	277	444	239	86
Trichloroethene	ug/L	570	95	BDL	BDL	BDL	BDL	550	490	BDL	185	BDL	BDL	BDL	73
Trichlorofluoromethane	ug/L	2500	1100	BDL	870	720	530	1800	7400	1300	900	143	352	111	479
Vinyl Chloride	ug/L	1000	42	5600	BDL	BDL	510	590	BDL	BDL	BDL	BDL	BDL	BDL	BDL

*A.*

**JM-61**

Analyte	Units	Date			
		Nov-12	Oct-13	Sep-14	
<b>Total VOC's</b>	ug/L	53124	24362	137594	
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL
Chloroethane	ug/L	2000	1100	2600	
Chloroform	ug/L	230	BDL	110	
Chloromethane	ug/L	830	BDL	220	
c-1,2-Dichloroethene	ug/L	250	67	BDL	
1,1-Dichloroethane	ug/L	33000	8100	32000	
1,2-Dichloroethane	ug/L	300	BDL	300	
1,1-Dichloroethene	ug/L	1200	1600	9100	
Methylene Chloride	ug/L	160	BDL	94	
Tetrachloroethene	ug/L	1400	1000	3900	
t-1,2-Dichloroethene	ug/L	24	BDL	BDL	
1,1,1-Trichloroethane	ug/L	12000	12000	84000	
1,1,2-Trichloroethane	ug/L	380	42	170	
Trichloroethene	ug/L	160	63	300	
Trichlorofluoromethane	ug/L	1000	390	3000	
Vinyl Chloride	ug/L	190	BDL	1800	

JM-62

Date

Analyte	Units	Aug-09	Jan-10	Apr-10	Oct-10	Aug-12	Sep-14
<b>Total VOC's</b>	ug/L	118	37	27	356	1	2
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	4.8	9.3	6.1	187	BDL	BDL
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
c-1,2-Dichloroethene	ug/L	2.2	BDL	BDL	3.42	BDL	BDL
1,1-Dichloroethane	ug/L	21	26	20	161	0.34	2.4
1,2-Dichloroethane	ug/L	0.48	BDL	BDL	BDL	BDL	BDL
1,1,1-Dichloroethene	ug/L	14	BDL	0.31	3.1	BDL	BDL
Methylene Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Tetrachloroethene	ug/L	26	BDL	BDL	BDL	0.74	BDL
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	0.9	BDL	BDL
1,1,1-Trichloroethane	ug/L	50	1.2	0.66	0.66	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	1.7	BDL	BDL	0.96	BDL	BDL
Trichlorofluoromethane	ug/L	3.6	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	3.6	BDL	BDL	14	BDL	BDL

JM-43

Feb-06

Total VOC's	40	ug/L
Vinyl Chloride	3.01	ug/L
Chloroethane	35.3	ug/L
1,1-Dichloroethene	1.41	ug/L
t-1,2-Dichloroethane	BDL	ug/L
1,1-Dichloroethane	BDL	ug/L
c-1,2-Dichloroethene	BDL	ug/L
1,1,1-Trichloroethane	BDL	ug/L
Carbon tetrachloride	BDL	ug/L
1,2-Dichloroethane	BDL	ug/L
Trichloroethene	BDL	ug/L
Tetrachloroethene	BDL	ug/L

JM-44	Analyte	Units	Date											
			Feb-06	Sep-07	Dec-07	Mar-08	Jun-08	Oct-08	Jan-09	May-09	Jul-09	Sep-09	Jan-10	Oct-11
	Total VOC's	ug/L	1	71	234	914	809	530	280	339	97	120	69	89
	Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
	Chloroethane	ug/L	1.03	67	35	87	75	BDL	68	130	16	18	7.9	47.4
	1,1-Dichloroethane	ug/L	BDL	BDL	160	690	590	530	170	180	62	85	51	29.3
	1,2-Dichloroethane	ug/L	BDL	BDL	2.1	BDL	5.6	BDL	1.7	BDL	0.5	BDL	BDL	0.93
	1,1-Dichloroethene	ug/L	BDL	1.4	11	54	51	BDL	14	12	4	5.6	3.3	1.39
	t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	0.54	BDL	BDL	BDL	BDL	BDL	BDL	0.24
	c-1,2-Dichloroethene	ug/L	BDL	BDL	4.1	18	20	BDL	4.2	BDL	7.2	3.1	1.3	1.06
	Tetrachloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.31
	1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
	1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
	Trichloroethene	ug/L	BDL	BDL	BDL	3.1	5.8	BDL	1.5	BDL	0.84	BDL	0.58	1.66
	Vinyl Chloride	ug/L	BDL	2.5	22	62	61	BDL	21	17	6	8	5.3	5.83

**JM-45**

**Date**

Analyte	units	Feb-06	Apr-06	Oct-06	Feb-07	Jun-07	Sep-07	Dec-07	Mar-08	Jun-08	Oct-08	Jan-09	May-09	Jul-09	Sep-09
<b>Total VOC's</b>	ug/L	10130	13358	8915	6760	3615	5227	9660	6379	14141	11944	1700	3975	433	772
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	5910	6450	7590	6600	3470	4900	2300	2300	5000	4100	1700	1500	210	270
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	2370	4010	476	BDL	6.2	170	6300	3400	7300	6500	BDL	2000	59	240
1,2-Dichloroethane	ug/L	40	72.5	37.5	BDL	24.4	21	BDL	24	66	BDL	BDL	23	11	7.3
1,1-Dichloroethene	ug/L	330	466	83.5	BDL	1.5	BDL	440	300	690	760	BDL	170	11	40
t-1,2-Dichloroethene	ug/L	25.5	35.5	23.5	BDL	14.9	14	BDL	7.9	21	BDL	BDL	6.3	4.3	3.1
c-1,2-Dichloroethene	ug/L	254	626	61.5	BDL	5.8	2	230	130	300	230	BDL	62	5.6	15
Methylene Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Tetrachloroethene	ug/L	BDL	128	17	BDL	BDL	BDL	58	15	200	BDL	BDL	16	BDL	45
1,1,1-Trichloroethane	ug/L	BDL	41	BDL	BDL	BDL	BDL	22	5.7	92	BDL	BDL	40	BDL	40
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	2.1	BDL	BDL	BDL	BDL	0.95	1.3
1,1,2,2-Tetrachloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.5
Trichloroethene	ug/L	20	99	BDL	BDL	2.2	BDL	50	14	62	54	BDL	7.7	0.66	5.8
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	7
Vinyl Chloride	ug/L	1180	1430	626	160	89.8	120	260	180	410	300	BDL	150	130	71

**JM-45**

**Date**

Analyte	units	Nov-09	Jan-10	Apr-10	Jun-10	Jul-10	Oct-10	Jan-11	Apr-11	Jul-11	Oct-11	Jan-12	Apr-12
<b>Total VOC's</b>	ug/L	1894	5892	1470	9285	6309	3750	5859	8910	4763	6839	4217	4472
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	420	1000	BDL	880	1200	770	1200	1500	1300	2140	1160	1400
Chloromethane	ug/L	7.1	BDL	BDL	32	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	770	2900	BDL	3500	3200	2500	3800	6000	2900	3690	2400	2500
1,2-Dichloroethane	ug/L	16	35	BDL	BDL	41	BDL	52	28	BDL	49.6	33.6	40.4
1,1-Dichloroethene	ug/L	110	290	BDL	310	200	120	180	310	130	206	133	BDL
t-1,2-Dichloroethene	ug/L	4.2	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	9.2	8.42	8.3
c-1,2-Dichloroethene	ug/L	31	63	1100	67	54	62	96	130	76	93.8	84.2	86
Methylene Chloride	ug/L	BDL	30	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	5.05	8.5
Tetrachloroethene	ug/L	110	240	BDL	310	180	73	120	220	50	132	23.4	38.7
1,1,1-Trichloroethane	ug/L	310	1100	BDL	3900	1200	75	150	350	47	21.4	5.6	BDL
1,1,2-Trichloroethane	ug/L	2.3	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2,2-Tetrachloroethane	ug/L	2.3	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	11	29	370	26	32	BDL	31	42	BDL	26	21.3	24.7
Trichlorofluoromethane	ug/L	21	45	BDL	140	42	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	79	160	BDL	120	160	150	230	330	260	471	342	365



JM-45	Date				
	Analyte	units	Aug-12	Oct-13	Sep-14
	Total VOC's	ug/L	1772	2430	1357
	Carbon tetrachloride	ug/L	BDL	BDL	BDL
	Chloroethane	ug/L	425	200	150
	Chloromethane	ug/L	11.5	BDL	BDL
	1,1-Dichloroethane	ug/L	1030	1600	1000
	1,2-Dichloroethane	ug/L	20.7	14	11
	1,1,1-Dichloroethene	ug/L	58.8	120	76
	t-1,2-Dichloroethene	ug/L	4.6	BDL	BDL
	c-1,2-Dichloroethene	ug/L	26.4	24	17
	Methylene Chloride	ug/L	9.4	20	15
	Tetrachloroethene	ug/L	15.5	100	20
	1,1,1-Trichloroethane	ug/L	12.6	310	BDL
	1,1,2-Trichloroethane	ug/L	4.3	9	BDL
	1,1,2,2-Tetrachloroethane	ug/L	BDL	BDL	BDL
	Trichloroethene	ug/L	10.7	22	21
	Trichlorofluoromethane	ug/L	BDL	11	BDL
	Vinyl Chloride	ug/L	142	BDL	47

**JM-46**

**Date**

Analyte	Units	Feb-06	Apr-06	Oct-06	Mar-08	Jun-08	Aug-12
<b>Total VOC's</b>	ug/L	880	812	586	158	191	99
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	862	727	549	150	82	23.6
1,1-Dichloroethane	ug/L	BDL	43.6	8.2	2.6	74	44.6
1,2-Dichloroethane	ug/L	9.3	14.2	9.1	BDL	9.9	5.07
1,1-Dichloroethene	ug/L	BDL	4.3	10.4	BDL	6.4	7.81
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	1.2	0.6	0.69
c-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	0.64	1.26
Tetrachloroethene	ug/L	4.8	BDL	2.8	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	4.1	4.9	BDL	BDL	0.13	BDL
Vinyl Chloride	ug/L	BDL	18	6.6	4.6	17	15.9

**JM-47**

Date

Analyte	Units	Feb-06	Apr-06	Oct-06	Feb-07	Jun-07	Sep-07	Dec-07	Mar-08	Jun-08	Oct-08	Jan-09	May-09	Sep-09	Jan-10
<b>Total VOC's</b>	ug/L	245	812	213	282	238	1334	62	259	288	382	277	299	94	53
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	140	727	60	153	50	1200	51	46	37	91	59	100	54	30
1,1-Dichloroethane	ug/L	85	44	133	107	173	96	6	200	240	280	200	180	23	7
1,2-Dichloroethane	ug/L	5	14	1	4	BDL	10	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	4	4	5	5	3	10	1	3	2	BDL	3	3	3	3
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
c-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Tetrachloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	5	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	12	18	14	12	12	18	4	10	8	11	15	16	14	13

**JM-47**

Date

Analyte	Units	Oct-10	Apr-11	Oct-11	Aug-12	Nov-12
<b>Total VOC's</b>	ug/L	35	52	326	97	265
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	17	19	233	23	120
1,1-Dichloroethane	ug/L	9	21	65	51	93
1,2-Dichloroethane	ug/L	BDL	BDL	5	1	3
1,1-Dichloroethene	ug/L	1	2	4	2	9
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	1
c-1,2-Dichloroethene	ug/L	BDL	0	0	BDL	11
Tetrachloroethene	ug/L	BDL	BDL	1	BDL	1
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	BDL	1	BDL	5
Vinyl Chloride	ug/L	8	10	18	19	21

**JM-48**

Date

Analyte	Units	Feb-06	Apr-06	Oct-06	Feb-07	Jun-07	Sep-07	Dec-07	Mar-08	Jun-08	Oct-08	Jan-09	May-09	Sep-09	Jan-10
<b>Total VOC's</b>	ug/L	360	318	163	145	113	121	225	286	71	58	32	60	44	83
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	346	260	161	123	105	97	60	81	66	58	30	58	44	78
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	10.3	48.9	BDL	18.7	2.1	16	150	200	1.3	BDL	BDL	BDL	BDL	BDL
1,2-Dichloroethane	ug/L	BDL	0.8	BDL	BDL	BDL	BDL	1.5	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	3.7	3	2.4	2.2	1.6	2.2	2.8	1.1	0.91	BDL	BDL	0.8	BDL	1.4
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
c-1,2-Dichloroethene	ug/L	BDL	0.3	BDL	BDL	BDL	BDL	0.2	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Tetrachloroethene	ug/L	BDL	BDL	BDL	1	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Methylene Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	0.5	BDL	BDL	BDL	BDL	0.13	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Trichlorofluoromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	BDL	4.4	BDL	BDL	4.5	6.1	10	4	2.3	BDL	1.5	1.2	BDL	3.9

**JM-48**

Date

Analyte	Units	Apr-10	Apr-11	Oct-11	Aug-12
<b>Total VOC's</b>	ug/L	20	213	22	6
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	31	19.1	5.12
Chloroform	ug/L	BDL	4	BDL	BDL
Chloromethane	ug/L	BDL	4.3	BDL	BDL
1,1-Dichloroethane	ug/L	BDL	89	0.9	BDL
1,2-Dichloroethane	ug/L	BDL	0.8	BDL	BDL
1,1-Dichloroethene	ug/L	BDL	1.1	BDL	0.59
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL
c-1,2-Dichloroethene	ug/L	1.8	0.51	BDL	BDL
Tetrachloroethene	ug/L	8.1	0.85	0.38	BDL
1,1,1-Trichloroethane	ug/L	9.2	72	BDL	BDL
1,1,2-Trichloroethane	ug/L	BDL	2.5	BDL	BDL
Methylene Chloride	ug/L	BDL	1.3	BDL	BDL
Trichloroethene	ug/L	0.66	BDL	BDL	BDL
Trichlorofluoromethane	ug/L	BDL	4.4	BDL	BDL
Vinyl Chloride	ug/L	BDL	1.7	1.59	BDL

dry

JM-8	Date		Date		Date	
	Jun-06	Jan-07	Jun-07	Sep-09	ug/L	
<b>Total VOC's</b>	295	342	496	735	ug/L	
Carbon tetrachloride	BDL	BDL	BDL	BDL	ug/L	
Chloroethane	BDL	BDL	3.9	13	ug/L	
Chloroform	BDL	BDL	BDL	BDL	ug/L	
1,1-Dichloroethane	139	83.9	134	230	ug/L	
1,2-Dichloroethane	BDL	BDL	BDL	BDL	ug/L	
1,1-Dichloroethene	36.1	17	23	33	ug/L	
t-1,2-Dichloroethene	BDL	BDL	1.3	4.5	ug/L	
c-1,2-Dichloroethene	30	17.6	35	230	ug/L	
Tetrachloroethene	54.7	48.4	84.5	53	ug/L	
1,1,1-Trichloroethane	11.9	155	189	160	ug/L	
1,1,2-Trichloroethane	BDL	BDL	BDL	BDL	ug/L	
Trichloroethene	23.3	17.8	20.8	11	ug/L	
Trichlorofluoromethane	BDL	1.9	4.2	BDL	ug/L	
Vinyl Chloride	BDL	BDL	BDL	BDL	ug/L	

JM-9

	Date				
	Sep-09	Nov-09	Apr-10	Oct-10	Oct-11
<b>Total VOC's</b>	ug/L 750	1324	383	5080	7733
Carbon tetrachloride	ug/L BDL	87	BDL	BDL	BDL
Chloroethane	ug/L BDL	23	16	BDL	67.8
Chloroform	ug/L BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L 200	BDL	130	720	2810
1,2-Dichloroethane	ug/L BDL	0.87	BDL	BDL	BDL
1,1-Dichloroethene	ug/L 110	180	62	540	701
t-1,2-Dichloroethene	ug/L BDL	BDL	BDL	BDL	1.31
c-1,2-Dichloroethene	ug/L BDL	3	1.7	BDL	0.55
Tetrachloroethene	ug/L BDL	17	6.6	320	493
1,1,1-Trichloroethane	ug/L 440	1000	160	3500	3550
1,1,2-Trichloroethane	ug/L BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L BDL	BDL	0.66	BDL	10.7
Trichlorofluoromethane	ug/L BDL	11	3.9	BDL	40.4
Vinyl Chloride	ug/L BDL	1.9	1.8	BDL	57.8

dry

JM-10

	Date						
	Sep-09	Nov-09	Apr-10	Oct-10	Oct-11	dry	
<b>Total VOC's</b>	ug/L	2582	828	4660	1621	3099	
Carbon tetrachloride	ug/L	BDL	41	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	140	220	17	17	17
Chloroform	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	440	210	1800	940	1010	
1,2-Dichloroethane	ug/L	BDL	4.5	5.2	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	88	84	190	60	88.7	
t-1,2-Dichloroethene	ug/L	BDL	1.2	1.1	5.6	BDL	BDL
c-1,2-Dichloroethene	ug/L	BDL	3.7	BDL	50	BDL	BDL
Tetrachloroethene	ug/L	25	23	28	36	30.6	
1,1,1-Trichloroethane	ug/L	2000	300	2400	460	1940	
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	BDL	1.8	2.1	BDL	BDL	BDL
Trichlorofluoromethane	ug/L	29	5	2.4	BDL	BDL	BDL
Vinyl Chloride	ug/L	BDL	14	11	52	13	

Wells in the southwest corner of the plant tarmac

**P1MW1**

Analyte	Units	Aug-05	Sep-05	Jan-06	Apr-06	Feb-07	Mar-07	Dec-07	Mar-08	Jun-08	Jan-09	May-09	Jul-09	Sep-09	Nov-09
<b>Total VOC's</b>	ug/L	3430	5510	3040	911	1462	1375	1677	6910	1899	363	1650	898	456	691
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.4	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	3.9	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	BDL	BDL	BDL	3.7	BDL	BDL	17	18	BDL	BDL	5.5	3.9	BDL	2.3
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	BDL	BDL	BDL	7.7	7.7	BDL	BDL	30	19	BDL	4.3	3.5	BDL	5
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.4	BDL	BDL	2	2.4	BDL	4.5
c-1,2-Dichloroethene	ug/L	220	120	110	65.9	90.2	92.8	BDL	200	BDL	120	1100	540	220	300
Tetrachloroethene	ug/L	2800	5000	2600	652	1100	1020	950	5900	1500	180	190	220	120	200
1,1,1-Trichloroethane	ug/L	BDL	BDL	BDL	6	BDL	BDL	180	18	BDL	BDL	3.8	BDL	11	0.84
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	3	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	410	390	330	172	264	262	530	740	380	63	320	110	100	150
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	24	18	4	28

**P1MW1**

**Date**

Analyte	Units	Jan-10	Apr-10	Jul-10	Jul-11	Jan-12	Oct-13
<b>Total VOC's</b>	ug/L	973	762	585	333	731	208
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	BDL	1.7	BDL	0.8	0.98	1.4
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	BDL	2	BDL	0.68	1.88	BDL
t-1,2-Dichloroethene	ug/L	BDL	1.3	BDL	1.2	1.6	2.6
c-1,2-Dichloroethene	ug/L	380	240	190	228	270	120
Tetrachloroethene	ug/L	400	140	160	45.8	201	21
1,1,1-Trichloroethane	ug/L	3.2	1.7	4.8	4.8	3.34	2.4
1,1,2-Trichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Trichloroethene	ug/L	190	370	230	45.5	247	45
Vinyl Chloride	ug/L	BDL	5	BDL	6.28	4.98	16

dry or slow recovery



**P1MW3** (denoted as P1MW2 on April 2015 update) **Date**

Analyte	Units	Aug-05	Sep-05	Jan-06	Apr-06	Mar-07	Dec-07	Mar-08	Jun-08	Jan-09	May-09	Jul-09	Apr-10	Jul-10	Oct-10
<b>Total VOC's</b>	ug/L	1100	1492	1100	585	701	637	666	881	941	733	2031	859	480	1188
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	3.1	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	1.1	3.9	BDL	BDL	BDL
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	5.2	1.4	BDL	BDL
t-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	2.3	0.57	BDL	16
c-1,2-Dichloroethene	ug/L	BDL	BDL	BDL	6.9	7	6.8	13	11	27	110	390	43	20	760
Tetrachloroethene	ug/L	810	1200	820	450	465	430	250	410	330	200	810	250	180	BDL
1,1,1-Trichloroethane	ug/L	BDL	52	BDL	4.7	22.7	BDL	2	BDL	3.6	4.1	BDL	1.1	BDL	BDL
Trichloroethene	ug/L	290	240	280	120	206	200	400	460	580	410	810	560	280	22
Vinyl Chloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	4.6	9.5	2.7	BDL	390

**P1MW3** (denoted as P1MW2 on April 2015 update) **Date**

Analyte	Units	Jul-11	Oct-11	Aug-12	Nov-12	Feb-13	Aug-14
<b>Total VOC's</b>	ug/L	514	590	1399	390	406	184
Carbon tetrachloride	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethane	ug/L	BDL	1.09	BDL	3.2	2.7	BDL
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	1.18	BDL	1.38	BDL	BDL	BDL
t-1,2-Dichloroethene	ug/L	BDL	0.31	0.78	0.96	BDL	3.2
c-1,2-Dichloroethene	ug/L	18.4	20.1	30.6	280	210	59
Tetrachloroethene	ug/L	208	140	999	37	81	9.9
1,1,1-Trichloroethane	ug/L	5.84	2.75	8.08	BDL	BDL	BDL
Trichloroethene	ug/L	281	424	355	65	110	46
Vinyl Chloride	ug/L	BDL	1.38	3.88	3.5	1.9	66

**P1MW12** Date

Analyte	Units	Aug-09	Sep-09	Jan-10	Apr-10	Jul-10	Feb-11	Apr-11	Jul-11	Oct-11	Jan-12	Aug-12	Feb-13	Oct-13	Aug-14
Total VOC's	ug/L	60	40	18	19	86	14	96	223	11	17	34	10	26	19
Carbon tetrachloride	ug/L	BDL	1.9	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloroethane	ug/L	1.6	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL
Chloromethane	ug/L	BDL	BDL	BDL	BDL	0.33	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	2.9
1,1-Dichloroethane	ug/L	6	BDL	0.32	BDL	0.79	BDL	0.71	0.71	1.1	1.03	0.58	1.3	0.56	BDL
1,2-Dichloroethane	ug/L	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	0.88	BDL	BDL	BDL	BDL	BDL
1,1-Dichloroethene	ug/L	5.1	BDL	BDL	BDL	0.42	BDL	0.5	1.36	BDL	BDL	BDL	BDL	BDL	BDL
t-1,2-Dichloroethene	ug/L	BDL	BDL	0.26	BDL	2.6	BDL	2.7	5.76	BDL	1.89	BDL	BDL	BDL	BDL
c-1,2-Dichloroethene	ug/L	1.1	4.4	3.1	1.4	39	BDL	49	126	BDL	1.89	1.87	1.4	BDL	BDL
Tetrachloroethene	ug/L	20	10	5.9	8.7	5.9	8.2	1	4.5	9.11	4.86	15.5	3.9	8.9	7.1
1,1,1-Trichloroethane	ug/L	22	15	5.9	8.4	5.8	5.7	BDL	0.21	BDL	3.17	15.6	2.6	17	9
Trichloroethene	ug/L	1.5	8.9	2.1	0.7	31	BDL	42	84.2	BDL	BDL	0.68	1.2	BDL	BDL
Trichlorofluoromethane	ug/L	1.5	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	4.11	BDL	BDL	BDL	BDL
Vinyl Chloride	ug/L	1.4	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL	BDL

**Exhibit 4**  
SJRWMD Shape File



## ORDINANCE NO. O-30-2023

**AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA AMENDING THE FUTURE LAND USE MAP FOR ±43.12 ACRES OF REAL PROPERTY GENERALLY LOCATED ON OFF OF THE SOUTHEAST CORNER OF LEONARD C TAYLOR PARKWAY AND US 17, IDENTIFIED AS A PORTION OF TAX ID NUMBER 016541-003-00 MORE PARTICULARLY DESCRIBED BY EXHIBIT “A”, FROM MIXED USE TO INDUSTRIAL; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.**

### RECITALS

**WHEREAS**, an application for a large-scale comprehensive plan amendment, as described below, to the Comprehensive Plan Future Land Use Map has been filed with the City; and

**WHEREAS**, a duly advertised public hearing was conducted on the proposed amendment on August 22, 2023 by the Planning and Zoning Board, sitting as the Local Planning Agency (LPA) and the LPA reviewed and considered comments received during the public hearing concerning the application and made its recommendation for approval to the City Council; and,

**WHEREAS**, the City Council considered the recommendations of the LPA at a duly advertised public hearings on September 5, 2023 and September 19, 2023 and provided for and received public participation; and,

**WHEREAS**, the City Council has determined and found said application for the amendment, to be consistent with the City of Green Cove Springs Comprehensive Plan and Land Development Regulations; and,

**WHEREAS**, for reasons set forth in this Ordinance that is hereby adopted and incorporated as findings of fact, that the Green Cove Springs City Council finds and declares that the enactment of this amendment is in the furtherance of the public health, safety, morals, order, comfort, convenience, appearance, prosperity, or general welfare.

**NOW, THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA AS FOLLOWS:**

#### **Section 1. Findings of Fact and Conclusions of Law.**

1. The above recitals are true and correct and incorporated herein by reference.

2. The proposed Future Land Use Map amendment is consistent with the Comprehensive Plan.
3. The amendment will not cause a reduction in the adopted level of service standards for transportation, potable water, sanitary sewer, solid waste, stormwater, recreation, or public schools.

**Section 2. Comprehensive Plan Future Land Use Map Amended.** The Comprehensive Plan Future Land Use Map is hereby amended from Mixed Use to Industrial on a portion of Tax Parcel Number 38-06-26-016541-003-00 in accordance with the legal description found in Exhibit “A” and map found in Exhibit “B” attached hereto.

**Section 3. Ordinance to be Construed Liberally.** This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety and welfare of the citizens and residents of Green Cove Springs, Florida.

**Section 4. Repealing Clause.** All ordinance or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

**Section 5. Severability.** It is the declared intent of the City Council of the City of Green Cove Springs that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by any court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance, and the remainder of the ordinance after the exclusions of such part or parts shall be deemed to be valid.

**Section 6. Effective Date.** The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the City that the plan amendment package is complete in accordance with Chapter 163.3184 F.S. If timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administrative Council enters a final order determining this adopted amendment to be in compliance in accordance with Chapter 163.3184 F.S. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before this plan amendment has become effective.

**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ON THIS 5<sup>th</sup> DAY OF SEPTEMBER 2023.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Constance Butler, Mayor

ATTEST:

\_\_\_\_\_  
Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, THIS 19<sup>TH</sup> DAY OF SEPTEMBER 2023.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Constance Butler, Mayor

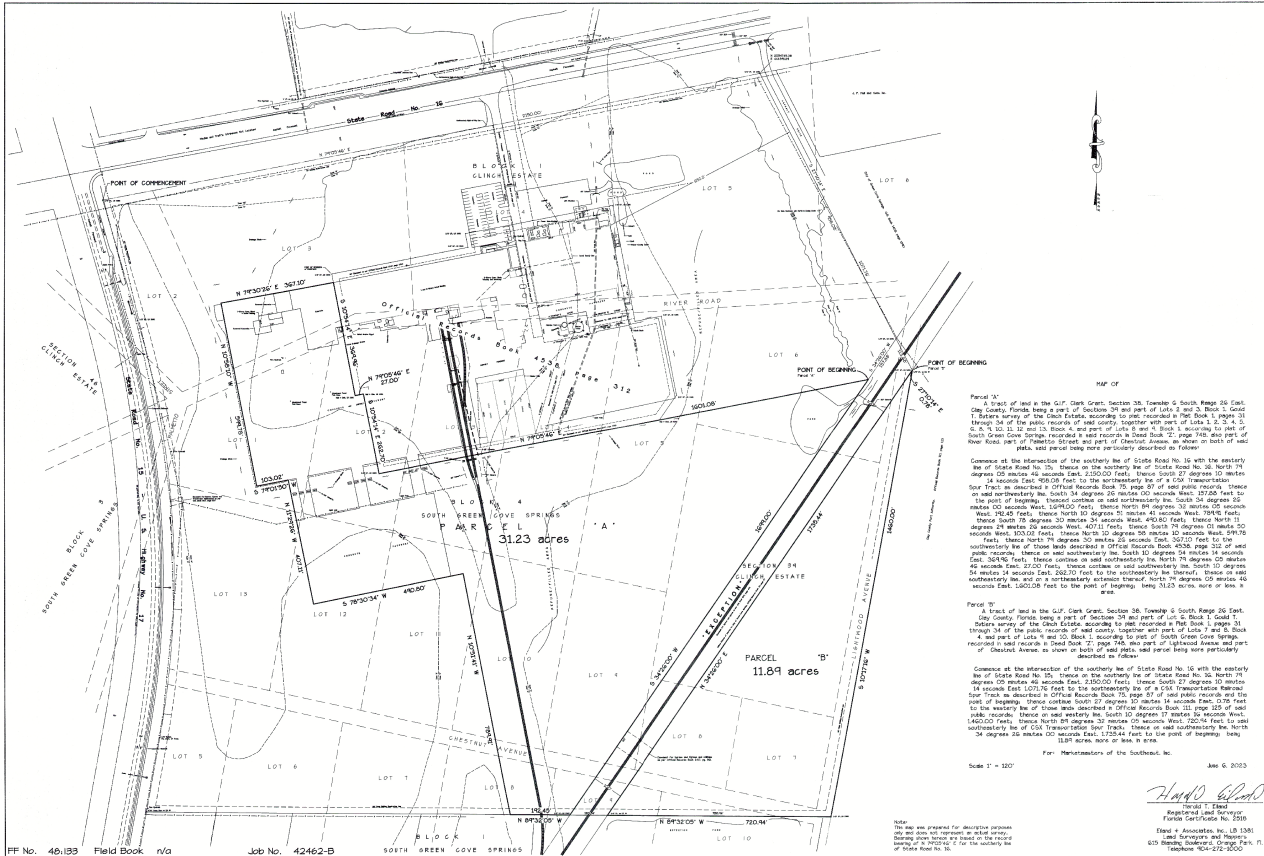
ATTEST:

\_\_\_\_\_  
Erin West, City Clerk

APPROVED AS TO FORM:

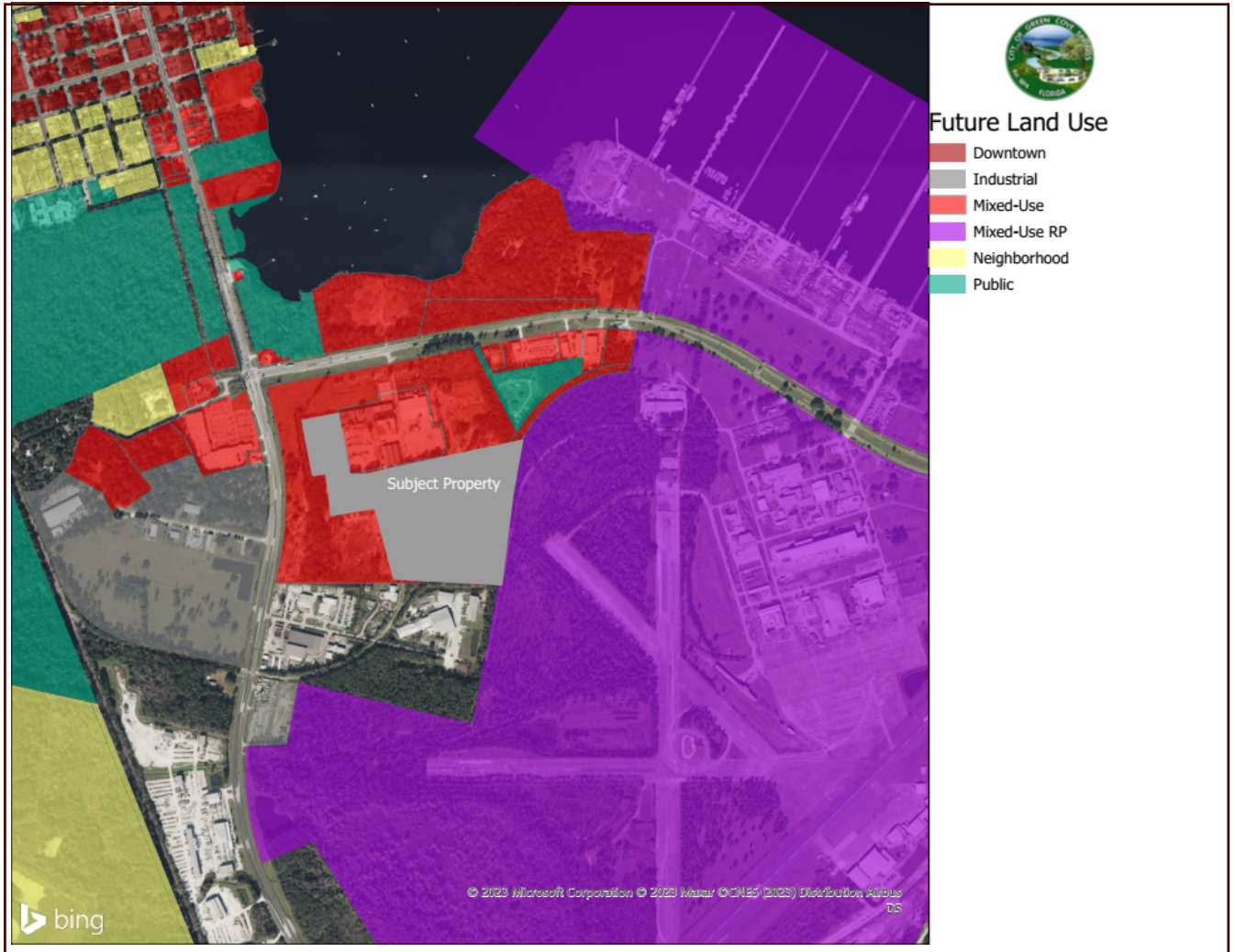
\_\_\_\_\_  
L. J. Arnold, III, City Attorney

# EXHIBIT "A"





# EXHIBIT "B"



## ORDINANCE NO. O-31-2023

**AN ORDINANCE OF THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA REZONING ±43.12 ACRES OF REAL PROPERTY GENERALLY LOCATED ON OFF OF THE SOUTHEAST CORNER OF LEONARD C TAYLOR PARKWAY AND US 17, IDENTIFIED AS A PORTION OF TAX ID NUMBER 016541-003-00 MORE PARTICULARLY DESCRIBED BY EXHIBIT “A”, FROM C-2, GENERAL BUSINESS TO M-2, HEAVY INDUSTRIAL; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.**

### RECITALS

**WHEREAS**, an application for a large-scale comprehensive plan amendment, as described below, to the Comprehensive Plan Future Land Use Map has been filed with the City; and

**WHEREAS**, a duly advertised public hearing was conducted on the proposed amendment on August 22, 2023 by the Planning and Zoning Board, sitting as the Local Planning Agency (LPA) and the LPA reviewed and considered comments received during the public hearing concerning the application and made its recommendation for approval to the City Council; and,

**WHEREAS**, the City Council considered the recommendations of the LPA at a duly advertised public hearings on September 5, 2023 and September 19, 2023 and provided for and received public participation; and,

**WHEREAS**, the City Council has determined and found said application for the amendment, to be consistent with the City of Green Cove Springs Comprehensive Plan and Land Development Regulations; and,

**WHEREAS**, for reasons set forth in this Ordinance that is hereby adopted and incorporated as findings of fact, that the Green Cove Springs City Council finds and declares that the enactment of this amendment is in the furtherance of the public health, safety, morals, order, comfort, convenience, appearance, prosperity, or general welfare.

**NOW, THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA AS FOLLOWS:**

**Section 1. Zoning Map Amended.** The Zoning Map is hereby amended from C-2, General Commercial to M-2, Heavy Industrial on a portion of Tax Parcel Number 38-06-26-

016541-003-00 in accordance with the legal description found in Exhibit “A” and map found in Exhibit “B” attached hereto.

**Section 2. Ordinance to be Construed Liberally.** This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety and welfare of the citizens and residents of Green Cove Springs, Florida.

**Section 3. Repealing Clause.** All ordinance or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

**Section 4. Severability.** It is the declared intent of the City Council of the City of Green Cove Springs that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by any court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance, and the remainder of the ordinance after the exclusions of such part or parts shall be deemed to be valid.

**Section 5. Effective Date.** The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the City that the plan amendment package is complete in accordance with Chapter 163.3184 F.S. If timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administrative Council enters a final order determining this adopted amendment to be in compliance in accordance with Chapter 163.3184 F.S. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before this plan amendment has become effective.

**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ON THIS 5<sup>th</sup> DAY OF SEPTEMBER 2023.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Constance Butler, Mayor

ATTEST:

\_\_\_\_\_  
Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, THIS 19<sup>TH</sup> DAY OF SEPTEMBER 2023.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
Constance Butler, Mayor

ATTEST:

\_\_\_\_\_  
Erin West, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
L. J. Arnold, III, City Attorney

EXHIBIT "A"

A parcel of land situated in the G.I.F. Clark Grant, Section 38, Township 6 South, Range 26 East, Clay County, Florida, being apart of Lots 3, 4 and 5, Block 1, Gould T. Butler's survey of the Clinch Estate, according to plat thereof, recorded in Plat Book 1 pages 31 through 34 of the public records of said County, together with part of Lots 2, 3, 4 and 5, Block 4, South Green Cove Springs, according to map thereof recorded in Deed Book "Z" page 748 of said public records, and a portion of River Road as shown on said plats, said parcel being more particularly described as follows:

Commence at the intersection of the Easterly right of way line of State Road No. 15 (U.S. Highway No. 17) with the Southerly line of State Road No. 16; thence on said Southerly line, North 79 degrees 05 minutes 46 seconds East, 678.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 370.00 feet to the Point of Beginning; thence continue South 10 degrees 54 minutes 14 seconds East, 398.00 feet; thence North 79 degrees 05 minutes 46 seconds East, 27.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 262.70 feet; thence North 79 degrees 05 minutes 46 seconds East, 918.22 feet; thence North 34 degrees 26 minutes 00 seconds East, 97.16 feet; thence North 10 degrees 54 minutes 14 seconds West, 258.24 feet; thence South 79 degrees 05 minutes 46 seconds West, 86.77 feet; thence North 10 degrees 54 minutes 14 seconds West, 379.17 feet; thence South 79 degrees 05 minutes 46 seconds West, 481.82 feet; thence South 10 degrees 54 minutes 14 seconds East, 45.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 445.74 feet to the point of beginning.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT DESCRIBED AS FOLLOWS:

Easement "A-2"

An easement for ingress, egress and utilities covering a parcel of land consisting of a portion of Block 1, Gould T. Butlers survey of the Clinch Estate, Clay County, Florida, according to plat thereof recorded in Plat Book 1, pages 31 through 34 of the public records of said county, a portion of Block 4, South Green Cove Springs, according to plat thereof recorded in Deed Book "Z", page 748 of said public records, and a portion of River Road as shown on said plats, said parcel being more particularly described as follows:

Commence at the intersection of the Easterly right of way line of State Road No. 15 (U.S. Highway No. 17) with the Southerly R/W line of State Road No. 16; thence on said Southerly R/W line, North 79 degrees 05 minutes 46 seconds East, 1277.20 feet to the Point of Beginning; thence continue on said Southerly R/W line, North 79 degrees 05 minutes 46 seconds East 30.00 feet; thence South 10 degrees 54 minutes 14 seconds East, 325.00 feet; thence South 79 degrees 05 minutes 46 seconds West, 30.00 feet; thence North 10 degrees 54 minutes 14 seconds West, 325.00 feet to the point of beginning.

# EXHIBIT "B"

