

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

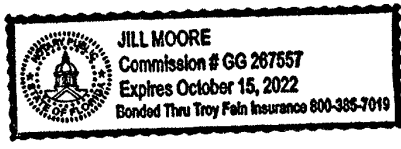
The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March, 2020, by L. Ward Huntley as President of HLM Land Development, Inc., a Florida corporation.

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

Signature of Notary Public [Signature]

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.

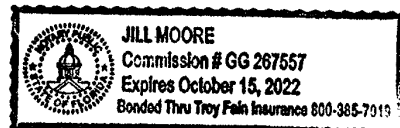
Personally Known  OR Produced Identification \_\_\_\_\_  
Type of identification produced: \_\_\_\_\_

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

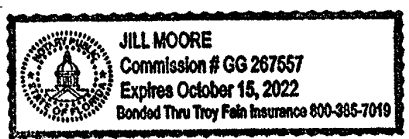
The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March, 2020, by L. Ward Huntley as President of HLM Land Development, Inc., a Florida corporation.

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

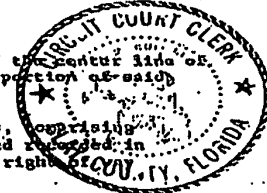
EXHIBIT A

**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 40 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 Westwarily 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.

02/11/17 10:50

**EXHIBIT B**

**ALLSTAR PARCEL IDENTIFICATION**

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

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.

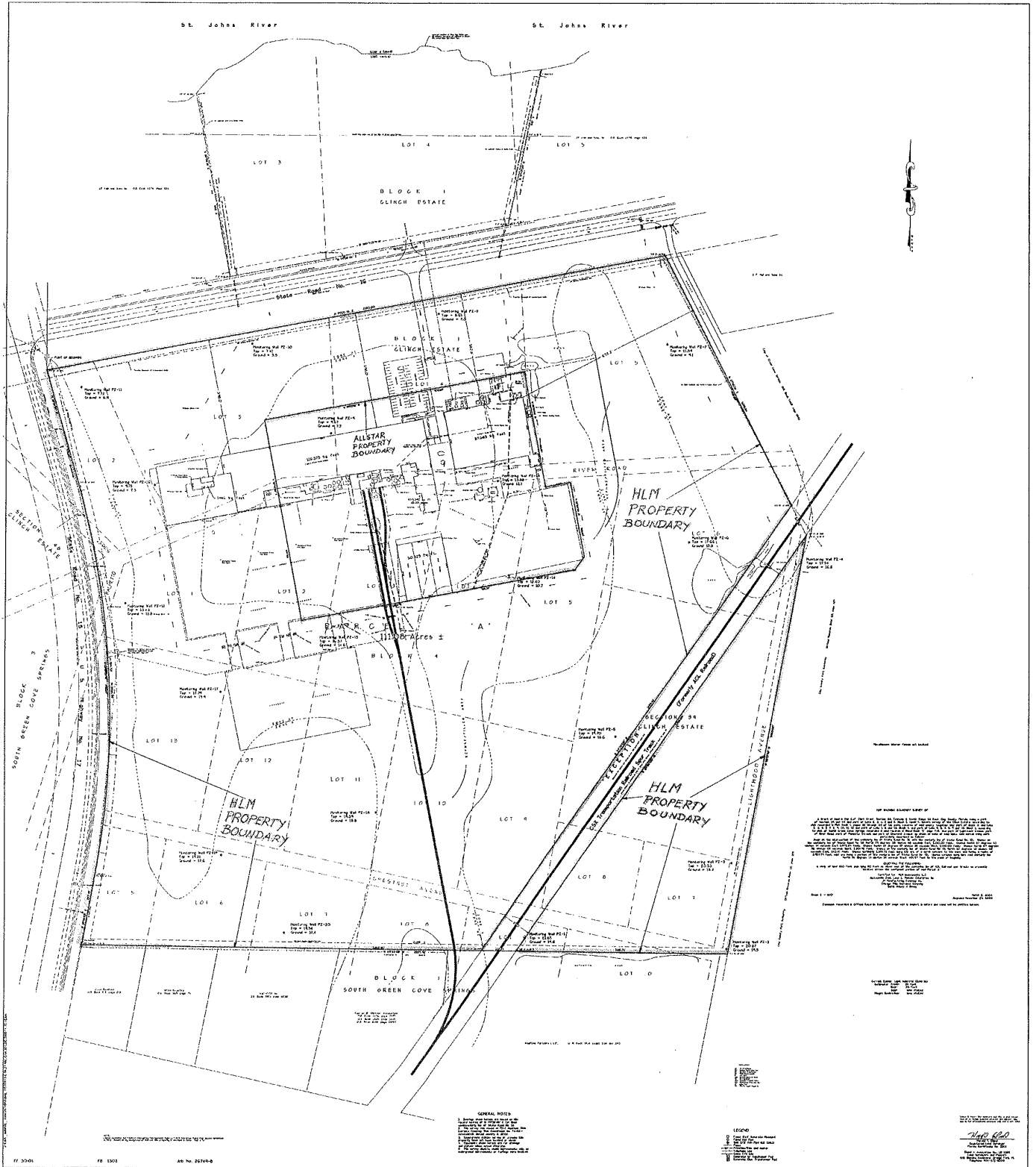
TOGETHER WITH A NON-EXCLUSIVE EASEMENT DESCRIBED AS FOLLOWS:

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"



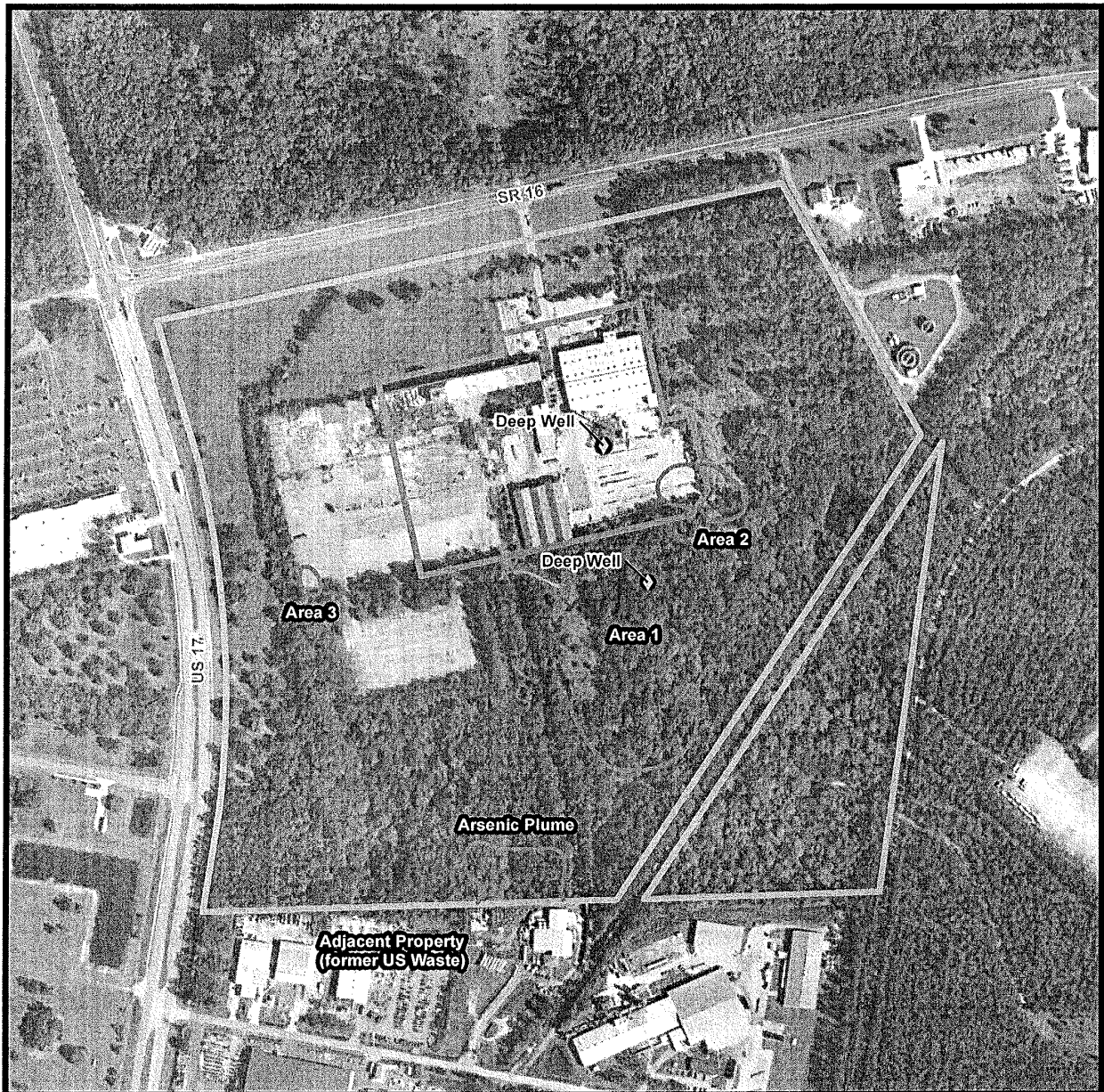
THESE RECORDS ARE THE PROPERTY OF THE STATE OF FLORIDA AND ARE LOANED TO YOU BY THE STATE ARCHIVES. THEY ARE TO BE KEPT IN YOUR OFFICE AND NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE STATE ARCHIVES. ANY REPRODUCTION OR COPIING OF THESE RECORDS WITHOUT THE WRITTEN PERMISSION OF THE STATE ARCHIVES IS PROHIBITED AND IS A VIOLATION OF THE FLORIDA ARCHIVES ACT, CHAPTER 251, F.S.

GENERAL NOTES  
 1. THIS SURVEY WAS MADE BY THE SURVEYOR GENERAL OF FLORIDA IN 1887.  
 2. THE ORIGINAL RECORDS OF THIS SURVEY ARE KEPT IN THE OFFICE OF THE SURVEYOR GENERAL, TALLAHASSEE, FLORIDA.  
 3. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF FLORIDA, PASSED IN 1845 AND 1846.  
 4. THE BOUNDARIES SHOWN ON THIS SURVEY ARE THE BOUNDARIES AS DETERMINED BY THE SURVEYOR GENERAL AT THE TIME THIS SURVEY WAS MADE.




LEGEND  
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 --- EASEMENT  
 --- RIGHT-OF-WAY  
 --- RIVER ROAD  
 --- LIVINGSTON AVENUE

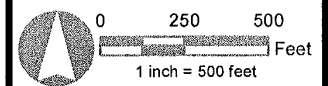
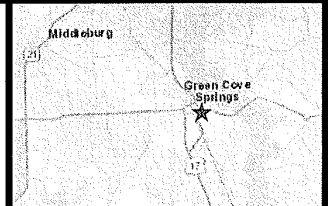
1887  
 SURVEYOR GENERAL  
 STATE OF FLORIDA

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





**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