Inst: 202245018939 Date: 05/26/2022 Time: 9:06AM Page 1 of 16 B: 2565 P: 1512, Doc Type: AGR John A. Crawford, Clerk of Court, Nassau County, By: DW, Deputy Clerk

с<u>м.3159</u> (S-21-233

### **DEVELOPER'S COST SHARE AND EASEMENT AGREEMENT**

THIS COST SHARE AND EASEMENT AGREEMENT (the "Agreement") is made as of the <u>9th</u> day of <u>May</u>, 2022, by and between WOODBRIDGE NASSAU, LLC, a Florida Limited Liability Company, whose address is 95094 Arbor Lane, Fernandina Beach, FL 32034 (the "Developer"), and the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 96135 Nassau Place, Suite 1, Yulee, FL 32097 (the "County").

#### RECITALS

A. Developer is responsible for the construction of the residential project known as Woodbridge PUD – Phase 6 located in Nassau County, Florida, as more particularly described in **Exhibit "A"** attached hereto (the "PUD Property"), which is adjacent to Clements Road (the "Road"), a County maintained road.

B. The County and Developer desire to construct stormwater piping, outfalls, ponds, and other appurtenant drainage infrastructure (the "<u>Stormwater Improvements</u>") on the PUD Property.

C. The stormwater and surface water from lands owned by Developer and the Road will drain into and through the Stormwater Improvements and Ponds located within the PUD Property.

D. The parties wish to enter into this Agreement to establish certain cost share, easements, ownership, and maintenance obligations with respect to the Pond Parcel.

NOW, THEREFORE in consideration of the mutual covenants set forth in this Cost Share and Easement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, for themselves, their successors and assigns, agrees as follows:

1. <u>Recitals</u>. The recitals above are true and correct and by this reference are incorporated as material part of this Agreement.

2. <u>Construction</u>. As part of the development of the residential project, Developer shall be responsible for the construction of several ponds identified as DA-POND-16, DA-POND-17, DA-POND-18, AND DA-POND-19 as more particularly depicted in **Exhibit "B"** attached hereto (the "Woodbridge Drainage System"). Developer shall enlarge DA-POND-16, install all pipe and ditches necessary for proper connection from DA-POND-16, to the marshlands (through the Woodbridge Drainage System), and apply for all permits as may be required by the St. Johns Water Management District.

3. **Easements.** Owner hereby grants to the County and its successors and assigns, for the benefit of the Road, a perpetual non-exclusive easement over, upon, under, through, and across the PUD Property and any Stormwater Improvements located on and under the PUD Property, as more fully described in **Exhibit "C"** attached hereto (the "Stormwater Easement") for purposes of drainage of stormwater from the Road into and through the Woodbridge Drainage System and any such Stormwater Improvements.

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4. <u>Cost Sharing</u>. County shall provide cost share in the amount of Three Hundred Eighty-One Thousand and Sixty-One dollars (\$381,061.00) to provide for the construction, installation, and permitting as provided above. Further, County shall be responsible for construction, at its sole cost and expense, of all Stormwater Improvements necessary to provide proper drainage for the Road and connection to the Woodbridge Drainage System. Payment of the cost share agreed costs shall be based upon invoices as provided to and approved by the County Engineer.

5. <u>Maintenance</u>. The Developer, or successor property owners', homeowners' association, or other nonprofit corporation (the "Successor Organization") shall, at its sole cost and expense, operate and maintain all Stormwater Improvements installed by or on behalf of the County pursuant to Section 2 above in good order and repair in accordance with the applicable governmental permits, laws, rules and regulations.

6. **<u>Right to inspect.</u>** The County shall have the right to inspect the Stormwater Improvements upon reasonable notice and at reasonable times, provided that advance notice shall not be required in the event of an emergency involving the Stormwater Improvements. In the event of an emergency involving the Stormwater Improvements, the County, upon 24 hours' notice to Developer or Successor Organization, shall have the right to enter the PUD Property and perform emergency maintenance and repairs needed to restore the Stormwater Improvements to good order and repair in accordance with the applicable governmental permits, laws, rules and regulations. Either Developer or Successor Organization, whichever entity is responsible for Stormwater Improvements operations and maintenance, shall promptly reimburse the County for its reasonable, actual costs associated with the emergency maintenance and repairs within thirty days of receipt of an invoice therefor.

7. **Default.** A default by a party under this Agreement shall entitle the party benefited by the applicable covenant(s) to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and specific performance.

8. <u>Notices</u>. All notices, requests, invoices, and other communications hereunder ("<u>Notices</u>") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

А.	If to the County:	96135 Nassau Place, Suite 1 Yulee, Florida 32097
В.	If to Owner:	95094 Arbor Lane Fernandina Beach, FL 32034 Attention: Daniel I. McCranie

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Any party or other person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties set forth herein.

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9. <u>Governing Law.</u> This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

10. <u>Severability.</u> In the event any provision of this Agreement shall be determined to be void, unlawful or otherwise unenforceable, such provision shall be deemed severable from the remainder of this Agreement and such void, unlawful or unenforceable provision shall be replaced automatically by a provision containing terms as nearly as possible to the void, unlawful or unenforceable provision, but which still remains valid and enforceable, and this Agreement as so modified shall continue to be in full force and effect.

11. **Binding Effect.** This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall be appurtenant to and binding upon and run with title to the parcels of land described herein. It is expressly understood and agreed that all grants, obligations, benefits, and burdens of the parties under this Agreement shall run with the title to the PUD Property, Woodbridge Drainage System, or Stormwater Improvements and shall apply to, be binding upon, and inure to the benefit of all present and future owners of the PUD Property, Woodbridge Drainage System, or Stormwater Improvements and to their successors and assigns and transferees of all or any portion of the PUD Property, Woodbridge Drainage System, or Stormwater Improvements. The Developer of the PUD Property, Woodbridge Drainage System, or Stormwater Improvements may assign its rights and obligations under this Agreement to any Successor Organization as defined in Section 5 of this Agreement.

12. <u>Authorization</u>. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, and that the respective parties have complied with all the requirements of law and have full power and authority to comply with the terms and provisions of this Agreement.

13. <u>Amendments</u>. Amendments to the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the County and the then-owners of the Pond Parcel.

14. <u>Participation in Drafting</u>. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. Developer and County each acknowledge that they participated equally in the drafting of this Agreement and, accordingly, no court construing this Agreement shall construe it more stringently against one party than any other.

15. <u>Entire Agreement</u>. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

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{This Space Intentionally Left Blank}

IN WITNESS WHEREOF, the Developer and County have caused this Agreement to be executed and delivered as of the day and year first above written.

Board:

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# **BOARD OF COUNTY COMMISSIONERS** NASSAU COUNTY, FLORIDA

AARON C. BELL

Its: Chairman

ATTEST AS TO CHAIRMAN'S SIGNATURE:

JOHN A. CRAWFORD

Its: Ex-Officio Clerk

Approved as to form by the Nassau County Attorney:

use Cillas

Denise C. May, Esq., County Attorney

Witnesses:

Woodbridge Nassau, LLC Developer: a Florida limited liability company

By:

Name: Daniel I. McCranie, Jr. Its: Manager

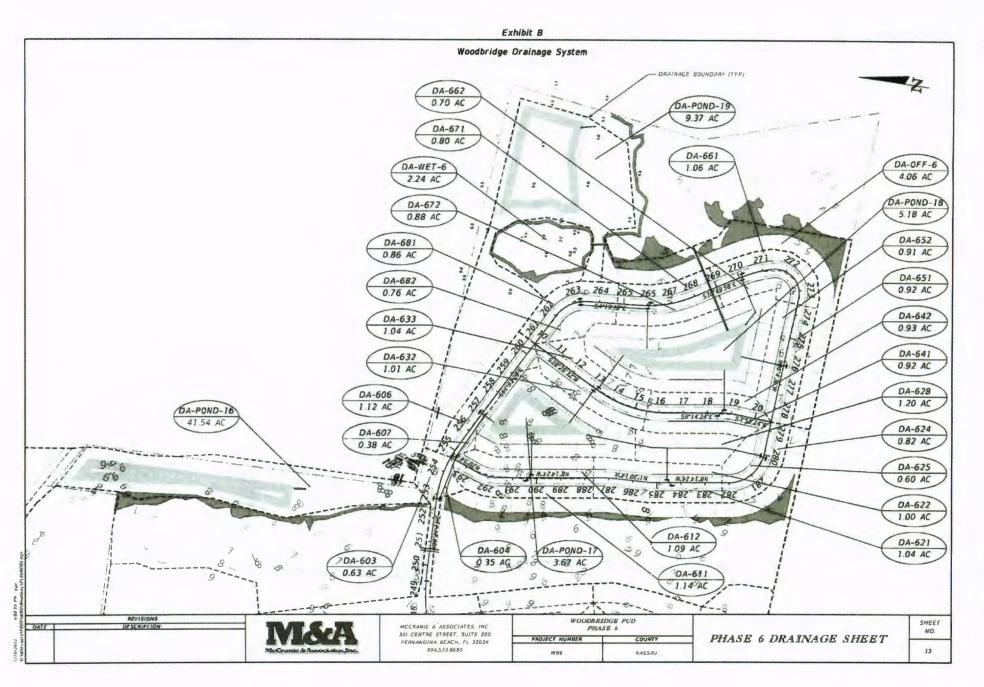
# Exhibit A

Woodbridge PUD - Phase 6

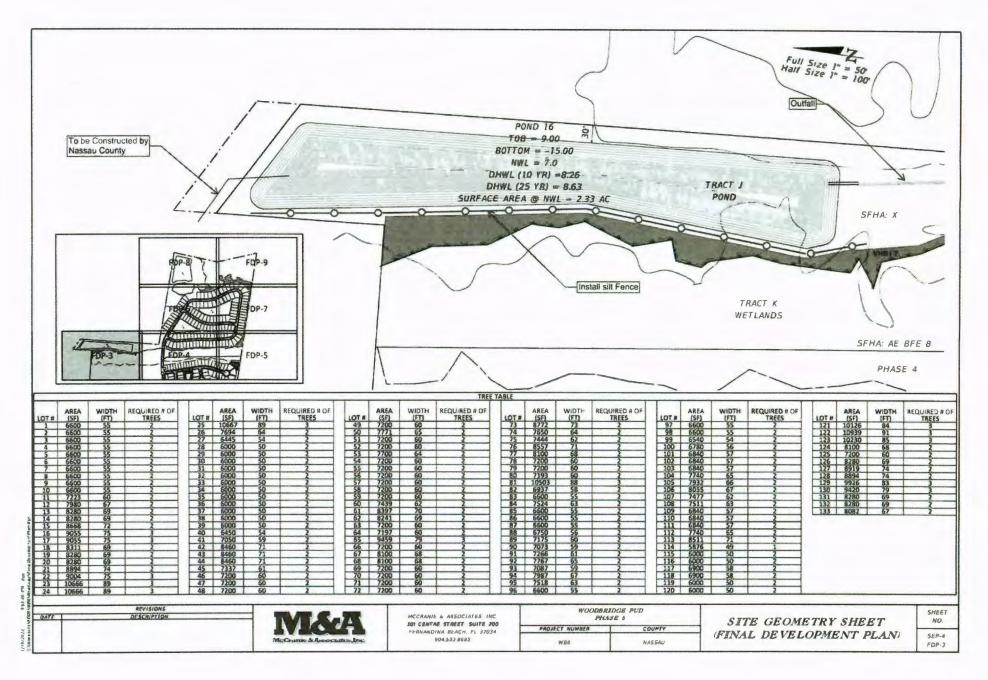
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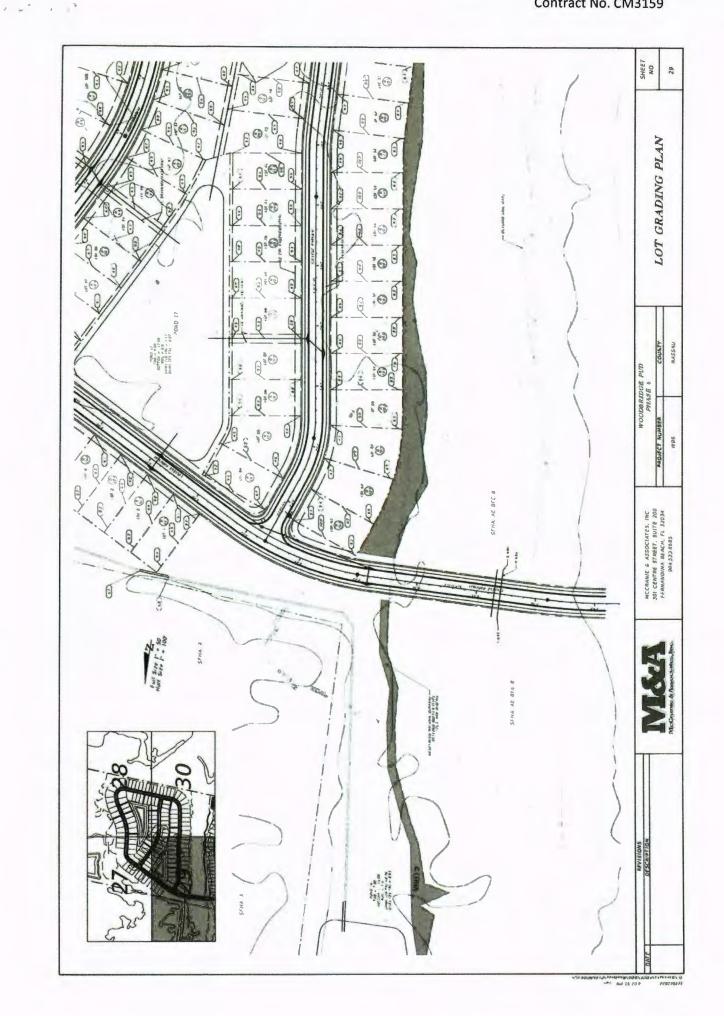
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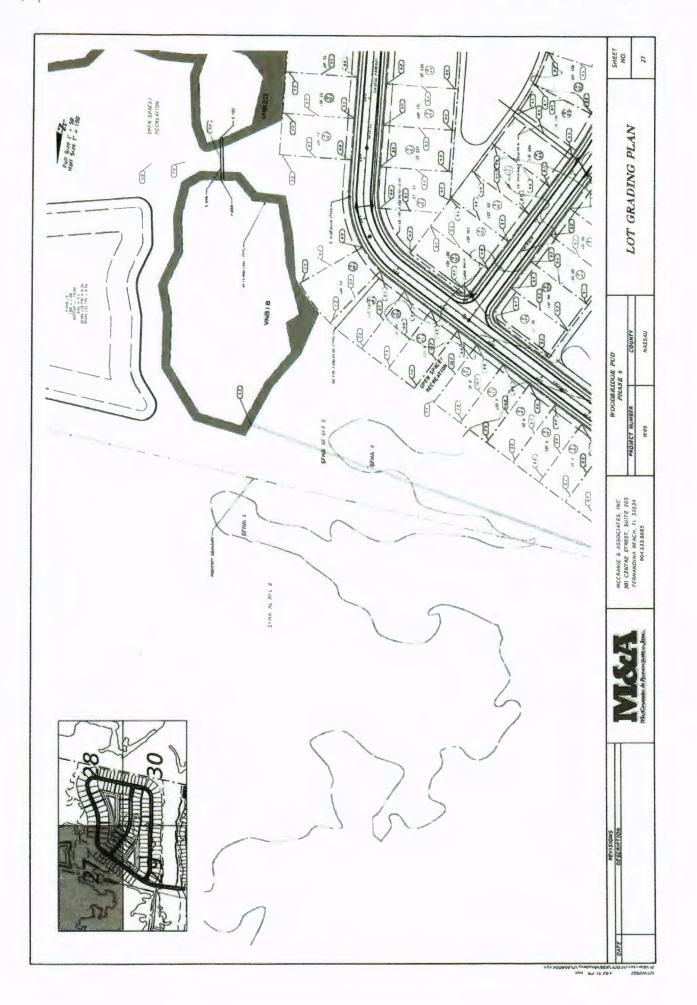


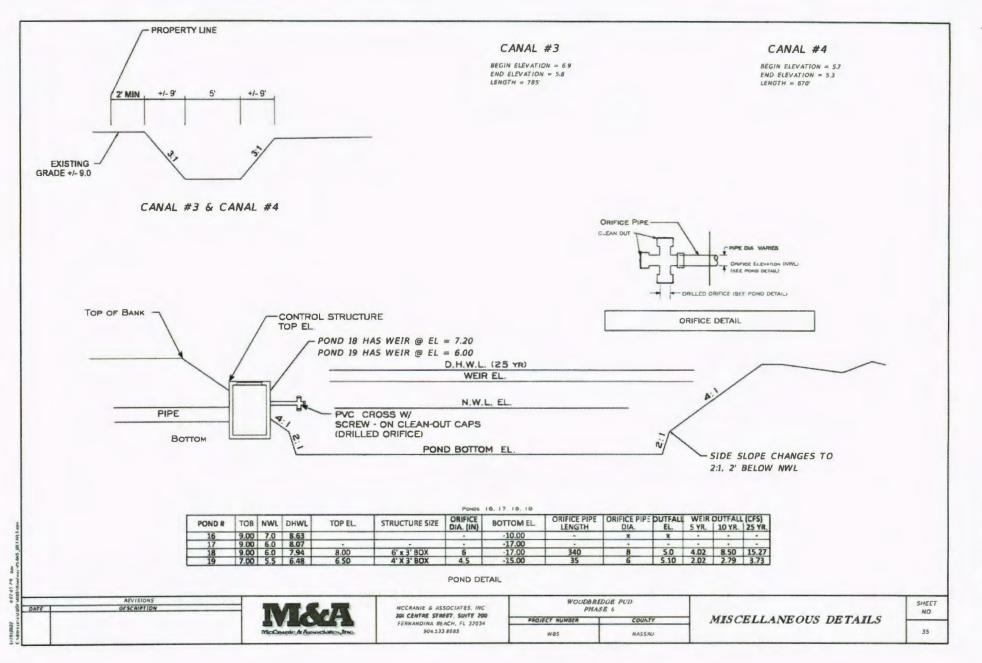


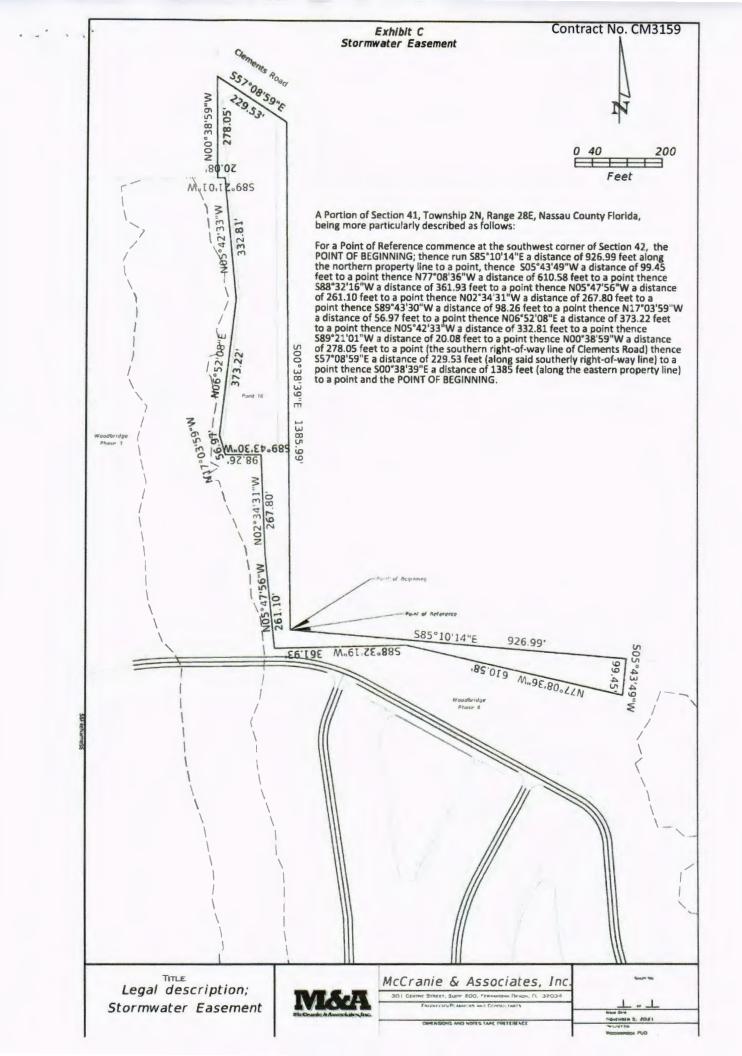
Contract No. CM3159











# **Shelley Caldwell**

From:	Chris Lacambra
Sent:	Monday, March 14, 2022 4:46 PM
To:	Shelley Caldwell; Robert Companion
Cc:	Cindy Wood
Subject:	RE: Woodbridge/ Clements Concept Plan

Yes I believe so unless Cindy says otherwise.

From: Shelley Caldwell <scaldwell@nassaucountyfl.com> Sent: Monday, March 14, 2022 3:58 PM To: Chris Lacambra <clacambra@nassaucountyfl.com>; Robert Companion <rcompanion@nassaucountyfl.com> Cc: Cindy Wood <cwood@nassaucountyfl.com> Subject: RE: Woodbridge/ Clements Concept Plan

Chris,

Thanks for the quick response. Just so I'm clear, there is nothing further for me to do, and I can submit the agenda request with the funding code 63402541-563300 C0058 for the entire amount of \$381,061.00?

Shelley Caldwell Nassau County Engineering Services 96161 Nassau Place Yulee, FL 32097 Phone: 904 530-6225

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

From: Chris Lacambra <<u>clacambra@nassaucountyfl.com</u>> Sent: Monday, March 14, 2022 3:09 PM To: Shelley Caldwell <<u>scaldwell@nassaucountyfl.com</u>>; Robert Companion <<u>rcompanion@nassaucountyfl.com</u>> Cc: Cindy Wood <<u>cwood@nassaucountyfl.com</u>> Subject: FW: Woodbridge/ Clements Concept Plan

Robert/Shelley-

Your funding is available. However, you'll need to budget for \$181,061 for project C0058. See my email to Marshall below for the explanation. Budget will take care of the BT/BA's. The funding line is 63402541-563300 C0058.

-Chris

From: Marshall Eyerman <<u>meyerman@nassaucountyfl.com</u>> Sent: Monday, March 14, 2022 2:57 PM To: Chris Lacambra <<u>clacambra@nassaucountyfl.com</u>> Cc: Cindy Wood <<u>cwood@nassaucountyfl.com</u>> Subject: RE: Woodbridge/ Clements Concept Plan

Sounds good.

Marshall Eyerman | Assistant County Manager Nassau County, FL|Board of County Commissioners 96135 Nassau Place | Yulee, FL 32097 P: (904) 530-6010 E: meyerman@nassaucountyfl.com

From: Chris Lacambra <<u>clacambra@nassaucountyfl.com</u>> Sent: Monday, March 14, 2022 2:56 PM To: Marshall Eyerman <<u>meyerman@nassaucountyfl.com</u>> Cc: Cindy Wood <<u>cwood@nassaucountyfl.com</u>> Subject: RE: Woodbridge/ Clements Concept Plan Importance: High

Marshall-

Robert hasn't called me back, but Cindy and I spoke. She said Fund 103 20/21 Cash Forward to 21/22 for the RESERVE-CAPITAL PLAN has not been previously allocated/funded to any projects. As such, Engineering would need \$181,061 of the RESERVE-CAPITAL PLAN's available balance of \$4,168,465.47 (see below). <u>Note</u>: An additional \$20,000 will be needed because \$200,000 (and not \$220,000) is currently available for project C0058. This can be accomplished through budget transfers in Fund 103 and a budget amendment in Fund 363. The BA would accompany Cindy's cash forwards and will be included in the advertisement to go out shortly. Time is of the essence. Let me know your thoughts.

FUND 103 BUDGET A STARTED	ADJUSTN		ORTATION	4								
			EXP ACC	OUNT NI	UMBER					ORIGINAL		
CASH FOR		PROJ	ORG	081	PROJ	VENDOR	DESCRIPTION	99	CONTRACT	BUI	DGET	AC
03099581	399100	C0058	03099581	591630	00058	TBD	Clements Rd Drainage Improvements			5 2	220,000	5.
03099581	399100	PDCH	03099581	591630	PDC	TBD	Pages Dairy/Chester Rd Intersection-RESERVES			\$ 2,6	540,706	\$ 2,i
03099581	399100	PRATT	03099581	591630	PRAT	TBD	Pratt Siding Rd Improve-RESERVES			\$ 1,5	500,000	\$ 1,:
03099581	399100	WBEXT	03099581	591630	WBEXT	TBD	William Burgess Blvd Ext Ph 1-RESERVES			5 2	299,865	5.
03099581	399100	DSAP1	03099581	591680	DSAPT					\$	-	5
03400541	399100		03400541	546520		Preferred Materials	Regrade 121 near CSX		CM2977-WA01			\$
03999599	399100	LILINEB	03999599	599909	M NFB		RESERVE MINIMUM FUND BALANCE			\$ 1,5	576,360	\$ 1,
SUBTOTA	AL BEFOI	RE RESER	VE-CAPITA	L PLAN						\$ 7,5	592,158	\$ 8,
03999599	399100		03999599	599083			RESERVE CAPITAL PLAN (TO BALANCE)			5	-	\$ 4,
TOTAL CA	SH FORV	VARD TO	F¥21/22							\$ 7,5	592,158	\$12

From: Shelley Caldwell <<u>scaldwell@nassaucountyfl.com</u>> Sent: Monday, March 14, 2022 12:20 PM To: Chris Lacambra <<u>clacambra@nassaucountyfl.com</u>> Cc: Robert Companion <<u>rcompanion@nassaucountyfl.com</u>>; Marshall Eyerman <<u>meyerman@nassaucountyfl.com</u>> Subject: FW: Woodbridge/ Clements Concept Plan

Chris,

Contract No. CM3159

We need some assistance with the funding amount of the cost sharing and easement agreement that is attached. The agreement is for \$381,061.00. There is \$220,000 in the Clements Road CIP account 63402541-563300 C0058. An additional \$161,061 will be needed to execute the agreement.

The County Attorney staff prepared the agreement, and Robert has spoken with Marshall about the need for the extra money. Approving the agreement will resolve the ongoing drainage problems on Clements Road. I'll be happy to complete a budget transfer form and include it with the Contract Approval Form when this is routed for signatures. Will you provide me with an account number that I can transfer funds from?

Please let me know if you need more info.

Shelley Caldwell Nassau County Engineering Services 96161 Nassau Place Yulee, FL 32097 Phone: 904 530-6225

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

From: Robert Companion <<u>rcompanion@nassaucountyfl.com</u>> Sent: Monday, March 14, 2022 8:01 AM To: Shelley Caldwell <<u>scaldwell@nassaucountyfl.com</u>> Subject: Fwd: Woodbridge/ Clements Concept Plan

Let's get this on a BOCC agenda. We need to work with OMB to make sure we have funding to cover this.

### Robert T. Companion, PE

County Engineer Nassau County Engineering Services 96161 Nassau Place Yulee, Florida 32097 (904) 530-6225

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From: Susan Gilbert <<u>sgilbert@nassaucountyfl.com</u>> Sent: Tuesday, March 8, 2022 3:28:13 PM To: Robert Companion <<u>rcompanion@nassaucountyfl.com</u>>; Denise May <<u>dmay@nassaucountyfl.com</u>> Subject: RE: Woodbridge/ Clements Concept Plan

Mr. Mullin has reviewed and approved this Agreement. Can you please let me know who I need to provide it to?

Susan D. Gilbert

# Senior Executive Legal Assistant Nassau County Attorney 96135 Nassau Place, Suite 6 Yulee, Florida 32097 Phone: (904) 530-6100 Fax: (904) 321-2658

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From: Robert Companion <<u>rcompanion@nassaucountyfl.com</u>> Sent: Sunday, March 06, 2022 3:34 PM To: Denise May <<u>dmay@nassaucountyfl.com</u>> Cc: Susan Gilbert <<u>sgilbert@nassaucountyfl.com</u>> Subject: Re: Woodbridge/ Clements Concept Plan

Good afternoon,

This appears correct to me. Please share with Mr. McCranie. Thank you!

## Robert T. Companion, PE County Engineer Nassau County Engineering Services 96161 Nassau Place Yulee, Florida 32097 (904) 530-6225

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

From: Denise May <<u>dmay@nassaucountyfl.com</u>> Sent: Sunday, March 6, 2022 2:24:17 PM To: Robert Companion <<u>rcompanion@nassaucountyfl.com</u>> Cc: Susan Gilbert <<u>sgilbert@nassaucountyfl.com</u>> Subject: RE: Woodbridge/ Clements Concept Plan

#### Robert,

Apologies for the late response. Attached is a draft of an agreement for cost share and easement for the Woodbridge PUD Phase 6 and Clements Road Drainage. Please review to ensure that the intent of engineering and the county have been properly identified. Feel free to offer any proposed changes or additions. Upon your approval we can share the draft with Mr. McCraney for his and his attorney's review.

@@Susan – This document is saved on the legal drive under DEVELOPMENTS/WOODBRIDGE. The file with printed draft is in my outbox.

Thank you,