

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Michelle K. Rigoni, Esq.  
KUTAK ROCK LLP  
107 West College Avenue  
Tallahassee, Florida 32301

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR LANDSCAPE MAINTENANCE OF CERTAIN COUNTY ROAD RIGHTS-OF-WAY**

**This First Amendment** (“**First Amendment**”), dated this 10th day of June, 2024, is entered into by and between:

**NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (the “**County**”), whose address is 96135 Nassau Place, Suite 1, Yulee, FL 32097; and

**EAST NASSAU STEWARDSHIP DISTRICT**, an independent special district created and existing pursuant to Chapter 2017-206, Laws of Florida, and the provisions of Chapter 189, Florida Statutes, whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (the “**District**” and, together with the County, the “**Parties**”).

**RECITALS**

**WHEREAS**, the Parties previously entered into that *Interlocal Agreement for Landscape Maintenance of Certain County Road Rights-Of-Way* dated May 24, 2021, and recorded in the Official Records Book 2468, Page 1686 of the Public Records of Nassau County, Florida (the “**Original Agreement**” and together with this First Amendment, the “**Agreement**”); and

**WHEREAS**, pursuant to the Original Agreement the District agreed to provide for the maintenance of certain improvements consisting of, but not limited to, landscaping, trees, grass, shrubs, and other plantings, as well as irrigation systems, hardscaping, streetlights, and ancillary fixtures (collectively, “**Landscaping**”), within certain portions of the County-owned rights-of-way along those portions of Wildlight Avenue and Curiosity Avenue as identified in the Original Agreement; and

**WHEREAS**, the Original Agreement, as recorded, inadvertently did not include the Exhibit A identified therein, which more particularly depicted the portions of County-owned rights-of-way subject to that Original Agreement; and

**WHEREAS**, a copy of that Exhibit A to the Original Agreement is attached hereto to this First Amendment as **Exhibit A-1**; and

**WHEREAS**, the County now owns additional rights-of-way, including additional portions of Wildlight Avenue extension, Curiosity Avenue, and Crosstown Boulevard, as more particularly depicted in **Exhibit A-2** (and together with Exhibit A-1, “**Composite Exhibit A**”) attached hereto and incorporated herein by reference (collectively, including the previously identified rights-of-way in the Original Agreement, the “**Rights-of-Way**”); and

**WHEREAS**, in addition to the plats identified on **Exhibit A-2**, a portion of the depicted Curiosity Avenue right-of-way was also dedicated to the County as a public road via the East Nassau – Wildlight Phase 1C-2 plat, recorded on March 29, 2021, in Official Record Book 2447, Page 43 of the official records of Nassau County, Florida; and

**WHEREAS**, the District desires to provide for maintenance of Landscaping along the Rights-of-Way; and

**WHEREAS**, pursuant to Section 17 of the Original Agreement, the Parties desire to amend the Agreement to provide for same.

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

**SECTION 1. RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated herein and form a material part of this First Amendment.

**SECTION 2. AFFIRMATION OF ORIGINAL AGREEMENT.** The Original Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 3 of this First Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions remain in full effect and fully enforceable and all such remaining terms and conditions of the Agreement, without limitation, are hereby adopted, reaffirmed and incorporated as if restated herein.

**SECTION 3. AMENDMENTS TO THE AGREEMENT.** Pursuant to Section 17 of the Original Agreement, the following amendments are made:

(a) Exhibit A to the Original Agreement is hereby amended, supplemented, and superseded in its entirety by **Composite Exhibit A** attached to this First Amendment. Wherever the Agreement refers to “Rights-of-Way”, the term shall refer to those portions of County-owned rights-of-way as depicted in **Composite Exhibit A** attached to this First Amendment.

(b) Section 12 of the Original Agreement is hereby amended to remove Hopping Green & Sams PA as a notice party and replace it with the following address of record to be copied when providing notice to the District:

Kutak Rock LLP  
107 W. College Avenue  
Tallahassee, FL 32301  
Attn: District Counsel

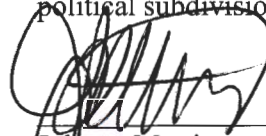
**SECTION 4. CONFLICTS; DEFINED TERMS.** To the extent that the terms of the Agreement conflict with the terms set forth in Section 3 above, the terms of this First Amendment shall control. Any capitalized terms not otherwise defined in this First Amendment shall have the meanings set forth in the Original Agreement.

**SECTION 5. EFFECTIVE DATE.** This First Amendment shall take effect upon filing a copy executed by both Parties with the Clerk of the Circuit Court of Nassau County.

*[Remainder of this page intentionally left blank]*

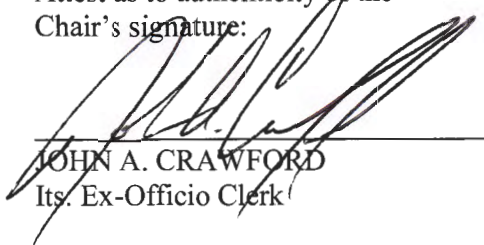
**IN WITNESS WHEREOF**, the Parties have caused this First Amendment to be made and executed as of the day and date first above written.

**NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida

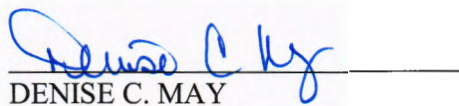


John F. Martin  
Chairman, Board of County Commissioners

Attest as to authenticity of the Chair's signature:

  
JOHN A. CRAWFORD  
Its. Ex-Officio Clerk

Approved as to form and legality by the Nassau County Attorney

  
DENISE C. MAY

STATE OF FLORIDA     )  
COUNTY OF NASSAU    )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 10th day of June, 2024, by **JOHN F. MARTIN** as Chairman of the Board of County Commissioners, Nassau County, Florida, a political subdivision of the State of Florida, for and on behalf of the County. She/he is  personally known to me or  has produced \_\_\_\_\_ as identification.

NOTARY STAMP:



**ALEINA COLON**  
Commission # HH 400776  
Expires May 21, 2027

  
Signature of Notary Public

Aleina Colon  
Printed Name of Notary Public

WITNESSES:

EAST NASSAU  
STEWARDSHIP DISTRICT

Michelle Van Deren  
Print Name: Michelle Van Deren  
Address: 1 Rayonier Way  
Wildlight, FL 32097

Mike Hahaj  
Mike Hahaj  
Chairman, Board of Supervisors

Carol L Brown  
Print Name: Carol L Brown  
Address: 1 Rayonier Way  
Wildlight, FL 32097

ATTEST: Thomas Jinks  
Name: Thomas Jinks  
Title: Assistant Secretary  
Address: 1 Rayonier Way  
Wildlight, FL 32097

STATE OF FLORIDA )  
COUNTY OF Nassau )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 23<sup>rd</sup> day of May, 2024, by **MIKE HAHAJ** as Chairman of the Board of Supervisors of East Nassau Community Stewardship District, a political subdivision of the State of Florida, for and on behalf of the County. She/he is  personally known to me or  has produced \_\_\_\_\_ as identification.

NOTARY STAMP:

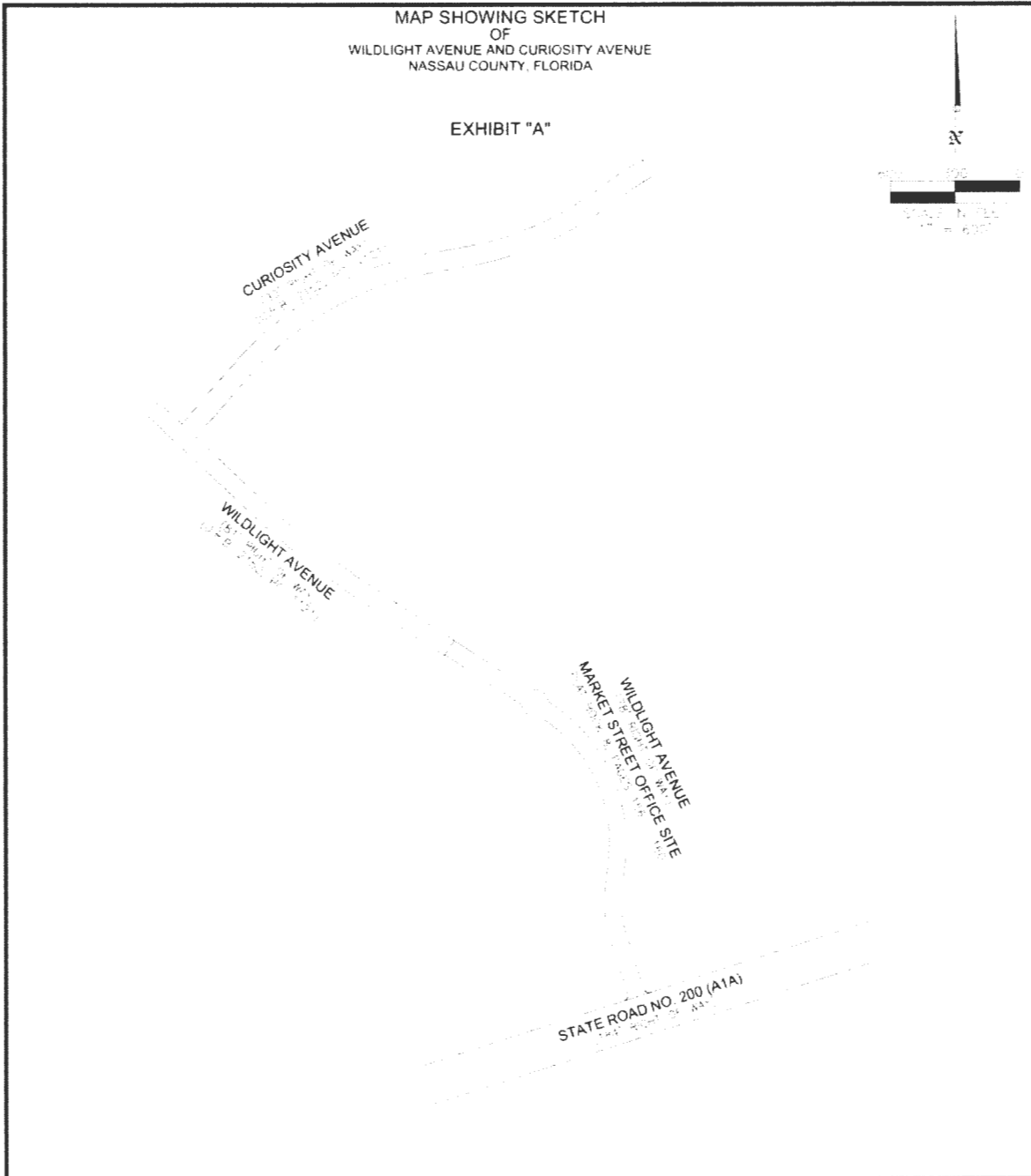



Sarah Miles  
Signature of Notary Public  
Sarah Miles  
Printed Name of Notary Public

**COMPOSITE EXHIBIT A**  
**Map of Rights-Of-Way**

*[Remainder of this page intentionally left blank]*

**EXHIBIT A-1**



 <b>BRADLEY</b> LAND SURVEYORS Old World Knowledge... New Age Technology	<b>L. D. BRADLEY LAND SURVEYORS</b> 510 SOUTH 5TH STREET MACCLENNY, FLORIDA 32063 PHONE (904) 786-6400 FAX (904) 786-1479 LICENSED BUSINESS No. 6888	
	W.O. NO.: 20-572 A	DATE: 12/17/2020
CHECKED BY: RJJ	CAD FILE: 20572.DWG	FB N/A PG

**EXHIBIT A-2**

