

SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN NASSAU COUNTY AND THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT REGARDING CERTAIN PARK IMPROVEMENTS

THIS AMENDMENT TO THE INTERLOCAL AGREEMENT (hereinafter “Amendment”) is made and entered into this 22nd day of July, 2024 by and between **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter the “County”), and **THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT**, an independent special district created and existing pursuant to the provisions of Chapter 190, Florida Statutes and located within Nassau County, Florida (the “District” and, together with the County, the “Parties”).

WITNESSETH:

WHEREAS, the County and Three Rivers Timer, LLC, a Delaware limited liability company entered into that certain Development Agreement – Community Park, dated February 25, 2019, recorded in the Official Records Book 2260, Page 452 of the Public Records of Nassau County, Florida, as assigned to Three Rivers Developers, LLC a Delaware limited liability company (“Developer”), pursuant to that certain Assignment and Assumption Agreement recorded in the Official Records Book 2283, Page 1471 of the Public Records of Nassau County, Florida (together, the “Development Agreement”); and

WHEREAS, at the request of Developer, the District, agreed to finance and enter into a Construction Contract for the construction of certain amenity infrastructure improvements, including a public park with ball fields and related improvements required to be provided by the Developer under the Development Agreement; and

WHEREAS, the County requested additional improvements which are not required to be provided by the Developer pursuant to the Development Agreement (the “County Improvements”); and

WHEREAS, in order to minimize duplication, confusion, and inefficiency in construction of related facilities, the Parties entered into *Interlocal Agreement between Nassau County and the Three Rivers Community Development District Regarding Certain Park Improvements* (the

“Interlocal Agreement”) on or about January 19, 2022, to provide for the County’s funding of the County Improvements; and

WHEREAS, Section 3 of the Interlocal Agreement contemplated amendment to provide, with specificity, the final version and the construction costs of the Park and the County Improvements as such improvements are phased; and

WHEREAS, the improvements and construction costs for Phase 2 of the Park project have been provided and approved by the County; and

WHEREAS, the Parties are in agreement to amend the Interlocal Agreement, as contemplated in Section 3 of the Interlocal Agreement to include Exhibit “D” – *County Improvements to be Completed by Developer, Phase 2*.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree as follows:

SECTION 1. The Interlocal Agreement is hereby amended to include Exhibit “D” – *County Improvements to be Completed by Developer, Phase 2*, a copy of which is attached hereto and incorporated herein. For purposes of clarity the Parties acknowledge and agree that Exhibit "D" describes all of the Tributary Regional Park Phase II improvements and provides a breakdown of the portion for which the District will be responsible to fund in the total amount of \$1,163,032.00 and the total amount for which the County will be responsible to fund in the total amount of \$263,668.00. In addition to the funding obligation set forth on Exhibit "D," the County agrees to reimburse the District \$36,482.00, which represents the cost for the access road to the park.

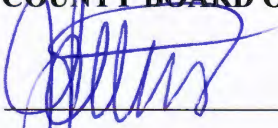
SECTION 2. All other terms and conditions of the Interlocal Agreement not inconsistent with the provisions of this Amendment shall remain the same and in full force and effect.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by its duly authorized representatives, effective as of the last date below.

THE COUNTY

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

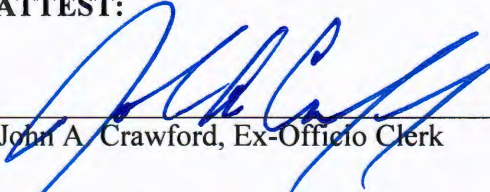
Signature:  _____

Print Name: JOHN F. MARTIN

Title: Chairman, Board of County Commissioners

Date: 7/22/2024

ATTEST:



John A. Crawford, Ex-Officio Clerk

REVIEWED FOR LEGAL FORM AND CONTENT:

Denise C. May, Esq., BLS
DENISE C. MAY, County Attorney

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

Signature:  _____

By: Gregg F. Kern

Title: Chair

Date: 6/26/2024

Exhibit D

**Schedule of Values
Tributary Regional Park Phase II
March 27, 2023**



ITEM	ITEM DESCRIPTION	COST
1	GENERAL CONDITIONS	106,290
2	GENERAL REQUIREMENTS	60,120
3	MISC. SITE ITEMS	7,100
4	ACCESS ROAD & SOIL STABILIZATION - ALLOWANCE	44,000
5	SILT FENCE REMOVAL - ALLOWANCE	5,300
6	STORM - ALLOWANCE	135,600
7	FENCING & GATES	130,700
8	LANDSCAPE & IRRIGATION	14,600
9	BASEBALL FIELDS	342,400
10	CONCRETE WALKS AND PADS	54,100
11	ROUGH & FINISH CARPENTRY	24,000
12	ROOFING	15,900
13	PAINTING	3,500
14	EQUIPMENT	25,900
SUB TOTALS #1		969,510
	CONTINGENCY	48,246
	BUILDERS RISK INSURANCE	3,820
	CONTRACTOR INSURANCES & RISK MANAGEMENT	27,008
	PERFORMANCE & PAYMENT BOND	8,818
SUB TOTALS #2		1,057,402
	CONSTRUCTION MANAGER'S FEE	105,630
THREE RIVERS CDD TOTAL		1,163,032

ITEM	ITEM DESCRIPTION	COST
COUNTY PORTION		
1	GENERAL CONDITIONS	11,810
2	GENERAL REQUIREMENTS	6,680
3	BASEBALL FIELDS - UPGRADE TO SOD	22,900
4	BATTING CAGES	15,600
5	SCOREBOARDS	40,100
6	BLEACHERS & SHADE COVERS	69,000
7	ELECTRICAL - SITE CONDUIT	50,700
SUB TOTALS #3		216,790
	CONTINGENCY	10,840
	BUILDERS RISK INSURANCE	1,295
	CONTRACTOR INSURANCES & RISK MANAGEMENT	8,283
	PERFORMANCE & PAYMENT BOND	2,481
SUB TOTALS #4		239,688
	CONSTRUCTION MANAGER'S FEE	23,980
COUNTY TOTAL		263,668
TOTAL CONSTRUCTION COST		1,426,700